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**UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT of OHIO**  
**WESTERN DIVISION**

**ALICIA A.EPPS Pro Se**  
**Plaintiff,**

Case no: **D : 22 CV 610 .**

**vs.**

**Judge: JUDGE MCFARLAND**

**MAGISTRATE JUDGE LUKOVITZ**

**UNITED STATES of AMERICA**

CARL LINDNER III, in his official capacity as CEO and Controlling Managing Owners FC Cincinnati; former Cincinnati Council member JEFF BERDING, in his official capacity as the President of FC Cincinnati and Managing Owners; SCOTT FARMER, in his official capacity as member of the Managing Owners FC Cincinnati; GEORGE JOSEPH, in his official capacity as member of the Managing Owners FC Cincinnati; MEG WHITMAN and Dr. GRIFF HARSH, in their official capacity as members of the Managing Owners FC Cincinnati; former Mayor of City Cincinnati MARK MALLORY, in his official capacity Director of Community Development FC Cincinnati; GREGORY D. JOHNSON, in his official capacity as CEO of Cincinnati Metropolitan Housing Authority; JOHN CRANLEY, in his official capacity as the former Mayor of City of Cincinnati; CHRISTOPHER SMITHERMAN, his official capacity as the former Cincinnati Council member; and Vice Mayor; AMY MURRAY, in her official capacity as former Cincinnati Council member; DAVID MANN, in his official capacity as former Cincinnati Council member; JEFF PASTOR; in his official capacity as former Cincinnati Council member; P.G. SITTENFELD in his official capacity as former Cincinnati Council member; City of Cincinnati  
Defendant.

**PLAINTIFF Alicia Epps COMPLAINT for DECLARATORY and INJUNCTIVE RELIEF**

*plaintiff*

ALICIA A. EPPS, Pro Se  
729 Betton Avenue  
Cincinnati and Hamilton County  
Ohio 45214  
(513) 621-1147

*defendants,*

Defendant 4,  
UNITED STATES of AMERICA

Collectively Defendant 3, FC Cincinnati

CARL LINDNER III, in his official capacity as  
CEO, and Controlling Managing Owner, of *FC Cincinnati*  
FC Cincinnati  
14 East, 4<sup>th</sup> Street  
Cincinnati, Hamilton County  
Ohio 45202  
(513) 977-5435

JEFF BERDING in his official capacity as  
president, *FC Cincinnati*, and Managing Owners  
FC Cincinnati  
14 East, 4<sup>th</sup> Street  
Cincinnati, Hamilton County  
Ohio 45202  
(513) 977-5435  
[b\\*\\*\\*\\*j@bengals.nfl.com](mailto:b****j@bengals.nfl.com)

OWNERSHIP GROUP, now MANAGING OWNER/s/

Scott Farmer in his official capacity as  
Managing Owner,  
FC Cincinnati  
14 East, 4<sup>th</sup> Street  
Cincinnati, Hamilton County  
Ohio 45202  
(513) 977-5435

George Joseph in his official capacity as  
Managing Owner,  
FC Cincinnati,  
14 East, 4<sup>th</sup> Street  
Cincinnati, Hamilton County  
Ohio 45202  
(513) 977-5435

Meg Whitman and Dr. Griff Harsh in their official capacity as  
Managing Owners, replacing Jack Wyant and Steve Hightower Ownership Group  
FC Cincinnati,  
14 East, 4<sup>th</sup> Street  
Cincinnati, Hamilton County  
Ohio 45202  
(513) 977-5435

MARK MALLORY, in his official capacity as  
DIRECTOR of COMMUNITY DEVELOPMENT for FC CINCINNATI  
FC Cincinnati  
14 East, 4<sup>th</sup> Street  
Cincinnati and Hamilton County  
Ohio 45202  
(513) 977-5435

**defendant 2, CMHA**

GREGORY D. JOHNSON, in his official as  
CEO of CINCINNATI METROPOLITAN HOUSING AUTHORITY  
1627 Western Avenue  
Cincinnati and Hamilton County  
Ohio 45214  
(513) 977-5661

**Collectively defendant 1, City of Cincinnati**

JOHN CRANLEY in his official capacity as  
Former CITY of CINCINNATI Mayor  
City Hall, 801 Plum Street  
Cincinnati and Hamilton County  
Ohio 45202  
(513) 352-3250  
[mayor.cranley@cincinnati-oh.gov](mailto:mayor.cranley@cincinnati-oh.gov)



CHRISTOPHER SMITHERMAN in his official capacity as  
Former CINCINNATI COUNCIL MEMBER and Vice Mayor  
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AMY MURRAY in her official capacity,  
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DAVID MANN in his official capacity,  
Former CINCINNATI COUNCIL MEMBER,  
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### STATEMENT OF THE CLAIM

Plaintiff again amended Complaint with Leave of Court, adding United States as Defendant 4, after Court of Appeals dismissed Plaintiff case for want of prosecution Plaintiff file amended complaint (Doc. 6) with leave of court after original complaint (Doc. 1), described as confusing and failed to state claim for relief, dismissed by the District Court after Plaintiff failed to object to first R&R (Doc 3), Plaintiff on Appeal Case dismissed for want of prosecution,

Amended Complaint alleges Injury and Damages, and seeking Declaratory and Injunctive relief, although this case involves thousands of people, Plaintiff a lifelong resident brings this action on behalf of herself Pro Se, WestEnd source of subsidized housing since 1933, unlawfully denied by the Defendant's conspiracy to participate in pattern or practice of discrimination, violating rights guaranteed by *constitution* Defendant 1, City of Cincinnati, conspiring with the Defendant 2, CMHA Cincinnati Metropolitan Housing Authority did not replace demolished public housing and sold public Land in exclusive deal with the Defendant 3 FC Cincinnati, and newly added Defendant 4, United States Government owns the public land, and is responsible for its agents who instructed to effectively eliminated opportunity to participate in the Federal Subsidized Housing Program, and in a land swap with CPS worth millions to construct the now TQL stadium and Willard R. Stargel stadium in the WestEnd in exchange for public land reserved for low-income housing Defendant 1 the City of Cincinnati and Defendant 2 CMHA engaging in future deal eliminating needed low-Income housing surrounding TQL stadium in the WestEnd

Elected officials allocated \$200 million Public funds for infrastructure replacing Low-income housing in some cases evicting Low-Income tenants for an \$251 million privately owned Professional Soccer stadium, in a residential area contributing to a housing crisis that has lasted for a over decade and possibly started by the razing of Low-Income housing in the 90s, Defendant 4 United States instructed it's agents to demolish Low-income housing, unlawfully replacing with mixed-income housing on Public land since 1937, creating a Conflict of Interest, abusing Public trust violating Plaintiff protected property interest guaranteed by the *constitution* raising value of available housing, contributing to issues of blight, and repair intentionally failing to provide reasonable accommodations conduct is devastating, and displacing causing poverty, death and uprooting families,

## JURISDICTION

*Under title 28 u.s.c. §1343(3) and or alternatively title 28 u.s.c. §1331, confers the jurisdiction, Venue is proper in Southern District of Ohio as all claims arise in the District, plaintiff resides in District, defendants 1,2,3 corporate Headquarters, and or Political Office is located in the District*



Parties History,  
Plaintiff

ALICIA EPPS, raised in Laurel Homes graduated Taft High School 81-82, now Taft Informational Technology High School, raised at 521 Armory Ave. changed later to Derrick Turnbow Avenue,

Defendant's 3, FC Cincinnati

CARL LINDNER III, et al, CEO & Controlling Managing Owner *FC Cincinnati*, prominent in Cincinnati area, Western & Southern Open Venue, Lindner Family Tennis Center

Former Councilman JEFF BERDING, *FC Cincinnati*, 2015-2019, franchise replaced by Gerald Nijkamp 2019, General Manager, instrumental in construction of Stadiums in WestEnd, president *FC Cincinnati* and Managing Owners served Cincinnati City Council 1999-2011, has knowledge of HOPE VI, created Banks working Group, fifth generation born raised Westwood earned M.B.A. Xavier

Former CINCINNATI Mayor MARK MALLORY served two terms 2005, 2013, Knowledgeable about HOPE VI, working for *FC Cincinnati*, as the Director of Community Development, president of Mark Mallory & Ass. WestEnd resident

OWNERSHIP GROUP now MANAGING OWNER, privately financed Stadiums, *FC Cincinnati*, only team in Market to invest close to Half-Billion Dollars,

F.C. CINCINNATI, FCC, represents Private entity, Cincinnati Soccer Franchise

Defendant 1, City of Cincinnati

JOHN CRANLEY, former Cincinnati Mayor, assumed office December 1, 2013, chief executive officer of Cincinnati lawyer Co-founder Ohio Innocence Project, served on City Council 2000-2009, has knowledge of HOPE VI,

former CINCINNATI CITY COUNCIL MEMBERS the Legislative Branch and Lawmaking body of City Government, Vice Mayor Christopher Smitherman and Jeff Pastor, P.G.Sittenfeld, Amy Murray, David Mann,

Defendant 2, CMHA

CINCINNATI METROPOLITAN HOUSING AUTHORITY, CMHA located at 1088 W.Liberty Street in the WestEnd, a Public Housing Authority, Hamilton County largest provider of Federal Housing Subsidy Program serving persons of Low-Income since *Fair Housing Act 1933, PHA*, retains developers to renovate



affordable Housing, purpose of developing, and operating Low-Income housing throughout Hamilton County, Board makes operational and budgetary decisions regarding Federal funds allocated for Federal Housing Subsidy Program, *fair housing act, title vii*, providing Federal funds that created CMHA.

GREGORY D. JOHNSON, current CEO, *CMHA*, resigned June 30, 2019, rehired

Defendant 4, USA

UNITED STATES of AMERICA owner of public land, defendants 1 and 2 are agents

Additional participant

TAFT INFORMATION TECHNOLOGY HIGH SCHOOL, *TAFT*, 420 Ezzard Charles Drive, in the West End established 1955, FC Cincinnati constructed the \$250 million TQL stadium just feet away

CINCINNATI PUBLIC SCHOOL, CPS, board makes operational and budgetary decision regarding Federal Funds,

HOPE VI housing project two Federally funded grants awarded to *CMHA* to demolish, redevelop, creating mixed income communities, Lincoln Court grant approved by HUD 1998, Laurel Homes 1999, *CMHA* marketed the development Sites under City West, former Mayor Dwight Tillery Concord board member and *CMHA* director Donald Troendle, City Council voted 5-3, contributing Six Million Dollars, total cost of project estimated \$78 Million *TCB*, mismanaged housing project leaving the over sixty lots sold to FC Cincinnati.

THE COMMUNITY BUILDERS INC., *TCB*, non-profit Housing Developer, and Manager from Boston, hired for HOPE VI housing project, 1998-03 constructed Laurel Homes and Lincoln Court creating City West, managing Fifteen years *TCB*, developed, managed Mixed Income Communities across America, charged also with Community, Supportive Services Component hire Architects selecting managers construction Contractor, serves as sites managers, construction in Laurel Homes and Lincoln Courts resulting in less units than previously agreed upon former Council member Charlie Winburn, filed Lawsuit to re-coup Sixteen Million after HOPE VI, failed *TCB* removed *CMHA*, returned as Management,

LINCOLN COURTS AND LAUREL HOMES, two of the oldest Federally subsidized project-based, approximately 99% African-American many Elderly or disabled built 1942, originally had 1,015 Units made up of two, or three room apartments and four or five room row houses, the Historical Laurel Homes built 1938, with 1,039 units, both address issue of needed Federally funded Low-Income housing both demolished and replaced with Federally funded HOPE VI, housing project

WESTEND NEIGHBORHOOD Historical Low-Income Housing District

**BACKGROUND**

1 Plaintiff Alicia A. Epps, respectfully files this Amended Complaint, the original Complaint (Doc. 1) filed November 13, 2019, was confusing and failed to state a Claim for Relief, the Plaintiff seeking Declaratory and Injunctive Relief, alleging willful and reckless violation of the *Fair Housing Act* under *title vii* and *Civil Rights Act of 1964*, intentionally evicting person of Low-Income in the midst of and knowingly contributing to, possibly starting a Housing crisis that has lasted years, abandoning, selling, trading, Public land reserved and or created for Low-Income Housing Defendant conduct resulting in Damages and Injury to the Plaintiff,

2 Institutions receiving federal funds follow federal guidelines guaranteed by *due process* and the *equal Protection clauses*, in the 14<sup>th</sup> *amendment* of the *constitution* and stand for the principal the government must respect the fundamental right owed to it's citizens, some evidence or allegations in this complaint are public knowledge the Defendant 1, former Mayor John Cranley, former City Council members Jeff Pastor, P.G.Sittenfield, David Mann, Amy Murray left City, former Vice-Mayor Christopher Smitherman acting *under the Color of Law*, and engaging in a practice or pattern of discrimination to willfully deprive person of right protected by *constitution* is a federal crime, a civil conspiracy under 42 *u.s.c.* §1983, to sustain *section 1983* claim, Plaintiff must establish that she is deprived of right secured by *constitution* and that the deprivation was caused by a person acting *under the color of law* see *Sizemore v.*

*Forsthoefel*, 20 *exh.a,b,c,j,o,p,u,v,w,x,y*



CLAIM ONE  
42 u.s.code§1983

Plaintiff re-alleges paragraphs One and Two, of this complaint as if fully set forth here

Defendant's willfully violated *equal protection*, and *due process clause* of, 14<sup>th</sup> *amendment* denied opportunity to participate fully in Public Housing, the Defendant's intentional, reckless conduct engaged in a pattern or practice of discrimination in violation of rights under the above

Plaintiff denied participation and benefit of federal housing subsidy program on Public land owned by government Defendant terminating available Public Housing and refusal to provide reasonable accommodations and as a result of conduct described under the above,

Defendant's violated against Plaintiff on basis of *civil rights act* of 1964, the Plaintiff depend on federal subsidy housing program violating under above

As a result of Defendant's action Plaintiff suffered consequential damages including personal injury pain and suffering, emotional harm, and distress, Plaintiff suffered social, emotional harm, deprivation of constitutional right Plaintiff have and continue to suffer irreparable harm as a result of the above

3. section 1985(3,) of *civil rights act* of 1964, provide a civil remedy for conspiracies interfering with *constitutionally* and federally protected rights when motivated by invidiously discriminatory animus *see Parratt v. Taylor*, 101 S.Ct.1908,1912, *section* 1985(3) plaintiff must show: (1) a conspiracy (2) Act in furtherance of the conspiracy (3) an intent to deprive any person of the equal protection of or equal privileges and immunities under the law and (4) a injury resulting to a legal right or privilege to state a claim therefore to *section* 1985(3), denying opportunity to engage in or fully benefit from Public Housing, contributing to Housing Crisis to protect independence of person, reckless dereliction of duty intentionally conspiring with. *exh.a,b,c,e,f,j,o*,



CLAIM TWO  
42 u.s.code§1985(3)

Plaintiff re-alleges paragraphs One through Three of this complaint as if fully set forth here,

Defendant's willfully and intentionally violated Plaintiff *equal protection* and *due process clause* of 14<sup>th</sup> *amendment* denying opportunity to participate fully in Public Housing Subsidy Program in violation rights under the above,

Defendant's reckless conduct violating *civil rights act* of 1937 and participating in a pattern or practice of discrimination violating rights under the above,

As a result of conduct described above, Plaintiff have been denied participating in and benefits of Public Housing owned by Government Terminating Housing and refusal to provide reasonable accommodations,

Defendant's violated against Plaintiff on basis of terminating available public Housing violating rights under the above,

As result of Defendant's conduct plaintiff suffered consequential damages including personal injury, pain and suffering, emotional harm, and distress Plaintiff suffered social, emotional, injury deprivation of constitutional rights,

Plaintiff have and continue to suffer irreparable harm as result of Defendant's intentional, reckless conduct violation of civil rights under the above

4. Defendant 2, Cincinnati Metropolitan Housing Authority *CMHA*, operates as a PHA, in the City of Cincinnati, as well as Lincoln Heights, Sycamore, Springfield Columbia Townships, pursuant to *o.r.c.* 3735.27, a political subdivision, responsible for government activities, plans, operates, Public Housing obtains finance through department of housing and urban development HUD an agency of the United States Defendant 4, retains developers to renovate affordable housing throughout County Gregory D. Johnson CEO, did not accept applications for federal housing subsidy and placed applicants on Waiting List for years now referred to as Asset Management as of 2019, rules that slightly differ from HUDs. *exh.a,b,c,d,e,f,g,j,k,l,n,o,s,u,v*,

5. Annual meeting of “Human Services Chamber of Hamilton County” February 2019, CEO, Gregory D. Johnson talks about the need for affordable Housing in the community, *CMHA*, granted exclusive buying Rights for over 60 Lots January 2018, described as such in the *Community Agreement Benefit*, throughout Lincoln Courts and Laurel Homes in WestEnd in exchange Jeff Berding on behalf of FC Cincinnati, Carl Lindner III Defendant 3, paid \$100 fee to *CMHA* the Defendant 2, for exclusive Rights, to Lots left after, *exh. a, b, c, d, e, f, g, h, i, j, k, p, r, s, u, t, v, w, x, y*

6. HOPE VI revitalization 1998, Department of Housing and Urban Development United States defendant 4 awarded funding to *CMHA* calling for demolition of older subsidized rentals units at Laurel Homes and Lincoln Court and reconstruct on the same sites a mixed-income rentals and Homeownership units, Laurel Homes listed in National Register of Historical Places May 19, 1987, it contained 29 contributing buildings 3 remain today creating housing crisis *exh. a, b, c, d, e, f, g, I, j, k, l, m, n, o, p, w, x, y*

7. Plaintiff presented evidence that the City has shortage of affordable Housing in *CMHA* owned or operated large conventional Public Housing, presently are blighted or abandoned, Defendant 1, City of Cincinnati admit to the affordable housing crisis reckless conduct continue to cause consequential damages and injury, suffering, and pain, Irreparable harm the government must respect fundamental rights owed to its citizen accordingly to Law. *exh. a, b, c, f, l, u,*

8. Former Mayor Cranley and former Council member Mann established a Housing Trust fund contradicting deal with FC Cincinnati to replace the public housing with \$251 million stadium (TQL) in a WestEnd residential area, changing the zones, and



conspiring to buy public land from the defendant 2 Cincinnati Metropolitan Housing Authority whom had not replaced Low-Income housing lost in 1998 to the HOPE VI, housing project leaving the 60 Lots of Public Land abandoned, instead selling Public Land in violation of the *equal protection clause* effectively eliminating opportunity to fully participate in and failing to provide or refusing to provide reasonable accommodations necessary for Plaintiff to participate in Federal housing Subsidy program in violation of the *due process clause* of the *constitution*, selling, or in a land swap, denying public land to Plaintiff person of Low-income, Laurel Homes, chosen for the HOPE VI, housing project despite being listed in Nation Register of Historic *exh.a,b*

### CLAIM THREE

equal protection and due process clause in 14<sup>TH</sup> amendment to *constitution*

Plaintiff re-alleges paragraphs One through Eight, of this complaint as if fully set fourth here,

Defendant's willfully violating 14<sup>th</sup> *amendment* of the *constitution* Plaintiff denied opportunity to participate fully in Public Housing Program violating *equal protection clause* and implementing regulations

Defendant's intentional, reckless conduct violating *equal protection clause* engaging pattern or practice of discrimination violating 18.s.code§title 241 to 18.s.code§title242, and its implementing regulations

Defendant's conduct in failing to provide reasonable opportunity for Public Housing violating against Plaintiff denied full opportunity to fully participate in Public Housing in violation of rights under the above,

As a result of the Defendant's action Plaintiff suffered consequential damage including personal injury, pain and suffering, emotional harm, distress, and suffered social, emotional, injury, deprivation of constitutional rights,

Plaintiff have and continue to suffer irreparable harm a result of Defendant's violations of *equal protection* and *due process clause*, within text of 14<sup>th</sup>, *amendment to united states constitution*, in violation of rights under above,



9. Under *equal protection* and *due process clause* provide nor shall any State deny person within its jurisdiction protection equal of the law guaranteed by *constitution* or otherwise make unavailable and deny dwelling to any person because of religion, race, color, familial status and national origin 42u.s.c §3604 to establish violation of *FHA* of 1937 by showing conduct has a disparate effect on protected class Defendant engaging in practice or pattern of discrimination *civil conspiracy* 42u.s.c §1985.

10. Carl Lindner III, CEO, and Controlling Managing Owner, FC Cincinnati former Council member Jeff Berding now President FC Cincinnati and Managing Owners, former Mayor Mark Mallory Director of Community Development for FC Cincinnati former elected officials abusing public Trust using position, and knowledge gained, to acquire, sell, profit from public land, creating a conflict of interest, eliminating all opportunity for Plaintiff to benefit from Public Housing, contribute to housing crisis, Managing Owners privately financed stadium in the WestEnd George Joseph, Scott Farmer, Meg Whitman & Dr. Griff Harsh, replacing Jack Wyant, Steve Hightower Ownership Group 2019.

11. Elected Officials opting to sell abandoned Lots as described in the *community benefits agreement* throughout Lincoln Courts and Laurel Homes also the adjoining public land, replacing with privately owned \$251 million Soccer stadium on Public land owned by CMHA not restricted to any one individual use or possession denying benefit of federal housing subsidy program violating *civil rights act 1964, ex. k, q, s, t,*

**CLAIM FOUR**  
**civil rights act of 1964**

Plaintiff re-alleges paragraphs One through Eleven of this complaint as if fully set forth here,

Defendant's willfully depriving constitutionally protected property interest opportunity and benefit of federal housing subsidy program under the above Defendant's intentional reckless conduct violating *civil rights act of 1964*, participating in pattern or practice of discrimination under *42u.s.code§title 1983*, to *42 u.s.code§title1985*, and it's implementing regulations

Defendant's conduct failing to provide reasonable opportunity for Public Housing violating *equal protection due process clause* against Plaintiff denying full opportunity to participate in Public Housing violating rights under above result of Defendant's conduct plaintiff suffered consequential damage personal injury, pain and suffering, deprivation of constitutional rights

Plaintiff have and continue to suffer irreparable harm a result of Defendant's violation of rights under the above.

12. Plaintiff have *constitutional* Protected Property Interest in Public Housing *see HUD v. rucker*, 535U.S.125, and *davis v. mansfield metropolitan housing authority* 751F.2d180,184 (6<sup>th</sup> Cir.1984) Plaintiff not afforded *due process* prior to Defendant's deciding on course of action resulting in deprivation protected *constitutional* rights former City Council member Jeff Berding, president of on behalf of Carl Lindner III, CEO and Controlling Manger Owners of FC Cincinnati and new \$251 million Soccer stadium, 100% privately financed willfully built on abandoned lots and or adjoining public land between Liberty Street and Central Avenue purchased or in land swap the City of Cincinnati reckless conduct using Public funds that will evict families or person of Low-income, intentionally from Public Housing. *exh.a,b,c,d,e,f,g,h,i,j,k,l*,

13. FC Cincinnati infrastructure package, parking garage costing up to additional \$200 Million over 20 years to tax payer in violation *O.R.C.309.12*, the County and FC Cincinnati strike a deal for parking commissioners Stephanie Sumerow Dumas and



Denise Driehaus in a 2-0 vote, cost \$27 million, Todd Portune deceased replaced by Victoria Parks 2020, additional \$51 million taxpayer money from City of Cincinnati Defendant 1, and the Hamilton County Commissioners not named defendant.

CLAIM FIVE

43u.s.code1702(e) and u.s.code§title43 chapter 41transaction section 2304

Plaintiff re-alleges paragraphs One through Thirteen, of this complaint as fully set fourth here,

Defendant's willfully violated Plaintiff under *civil rights act of 1964*, deny the opportunity to participate fully in federal housing subsidy program under *fair housing act of 1937*, violating rights under the above

Defendant's intentional reckless conduct violating *FHA of 1937*, engaging in pattern or practice of discrimination violating rights under the above.  
Defendant's conspiracy to engage in misleading conduct against Plaintiff on basis of Plaintiff depending on federal housing subsidy program violating *equal protection* and *due process clause*, violating rights under the above

As result of Defendant's conduct Plaintiff suffered consequential damages including personal injury, pain and suffering, emotional harm and distress Plaintiff suffered social, emotional injury, deprivation *constitutional* rights Plaintiff have and continue to suffer irreparable harm as result of Defendant's violation of rights under the above

14. The Defendant's not authorized by government to sell public land, and willfully continue to negatively affect federal housing subsidy program, further contributing to Housing Crisis throughout Hamilton County Low-Income person denied housing leads to uprooting, devastation, and causing poverty in event that a PHA is unable to honor all outstanding applications within its ACC, applicant placed on a waiting list closed literally for years, this procedure a requirement that a PHA maintain a system assuring it will honor all outstanding applications within ACC *exh.a,b,c,g,s*

15. Results of \$100 thousand Housing study funded by FC Cincinnati conducted by



a outside consultant *ADP*, urban planning and management September 2019, found gap in current Housing stock affect people who fall within both ends, more of all the goals of future development plans should achieve appropriate Housing pricing and zero displacement of resident *WCPO.com* according to the study 74% of residents at risk of displacement, a significant number of blighted and vacant buildings, limited options for Housing for incomes under \$18 thousand, 40% of WestEnd residents will spend 30% or more for monthly Housing expenses, resident surveyed in study 80% have a desire to stay in the WestEnd. *exh.a,b,c,d,e,f,g,h,i,j,k,l,m,n,o,p,q,r,s,t,u,v*,

#### CLAIM SIX

##### Intentional Infliction of Emotional Distress

Plaintiff re-alleges paragraphs One through Fifteen, of this complaint as if fully set fourth here,

Defendant's engaged in pattern or practice of discrimination violating *Due Process clause* a result of conduct described above plaintiff denied participation and benefit of Federal Housing Subsidy Defendant's terminating available Public Housing 42 *u.s.code§title*1983,

Defendant's willfully violating the *equal protection* and *due process clause* denying plaintiff opportunity to participate in Public Housing under the above

Defendant's intentional actions conspiring under color of law, acquiring a residential area, failing to, or refusing to provide accommodations reasonable or necessary for plaintiff to participate in federal housing subsidy program causing emotional harm under 42*u.s.code§title*1985(3)

Defendant's further intentionally violating Plaintiff on basis of being Low income and depended on subsidized Housing by failure to access or to require appropriate Housing Defendant's acted intentionally, and maliciously excluding Plaintiff by denial of federal housing subsidy program under *u.s.code§title*43, *chapter 41 transaction section 2304(B)(1)sale of public land*,

As a result of Defendant's intentional reckless conduct plaintiff sustained injury emotional damage caused by Defendant's also pain and suffering

Plaintiff have and continue to suffer irreparable harm a result of Defendant's intentional violation of Plaintiff rights under the above,

Result of Defendant's conduct Plaintiff suffer consequential damages including personal injury, pain and suffering, emotional harm, distress, Plaintiff suffered social emotional injury deprivations of constitutional rights under the above.

16. to establish claim for intentional infliction of emotional distress, plaintiff must show that: (1) defendants intended to cause plaintiff serious Emotional distress (2) Defendants conduct was extreme and outrageous; (3) the Defendant's conduct was proximate cause of plaintiffs serious Emotional distress. *Phung v. Waste Mgt. Inc.*, 71Ohio St.3d408,410,1994-Ohio-389,644N.E.2d286. *exh.e,n,t,u,v,w*

17. Plaintiff raised in the WestEnd person of Low-income despite being eligible and accepted to public Housing, due to Unlawful Evictions and housing shortage became homeless, reapplied to CMHA who conspiring with City of Cincinnati manipulated Federal Housing Subsidy Program and in a land swap or selling Lots, and adjoining surrounding, evicting current residents from Public Land reserved for Low-Income Housing raising available Housing value contributing to issues of blight and repair, leaving renters in a take it or leave it situation,

18. City of Cincinnati, allocating public funds overlooking, in charge of changes to infrastructure, residential area selling sub-streets contradicting affordable Housing Trust Fund established to combat Housing crisis, Vice Mayor Smitherman chaired Law & Public Safety committee Jostin construction Company owned by his brother, council member Jeff Pastor earns six figure salary from the Epilepsy vice chair Amy Murray law & public safety resigned 2020, David Mann over sees the infrastructure improvement, and major projects, PG. Sittenfeld leader of Gang of five *exh.b,p,t,u,v*



19. Council member Christopher Smitherman could not vote under *O.R.C.* 2921.42, Head of planning and zoning commission elected or appointed government board and charged with recommending to the City Council boundaries of various original zoning district, the appropriate regulations to be enforced therein, to any proposed amendments thereto February 2018, City of Cincinnati approves rezoning changes to the sub-streets sold to, FC Cincinnati, Low-Income Families evicted, the Jostin construction company helped in building FC Cincinnati new stadium TQL *exh.d,e,p*

CLAIM SEVEN  
18 u.s.code§title 241

Plaintiff re-alleges paragraphs One through nineteen of this complaint as if fully set forth here,

Defendant's willfully violated *civil rights act of 1964*, recklessly denying the plaintiff opportunity to fully participate in federal housing subsidy program violating rights under the above,

Defendant's conduct engaging in a pattern or practice of discrimination in violating *equal protection* and *due process clause*, result of intentional conduct Plaintiff denied participation and benefit of federal housing subsidy program on Government owned Public land Terminating the available Public Housing

Defendant's intentional conduct conspiring under color of law acquiring public land for profit failing to or refusal to provide reasonable accommodations necessary for Plaintiff to participate in public Housing on government owned Public land, results serious emotional harm violating *43 u.s.code§1702(e)*, and its implementing regulation

Result of Defendant's action Plaintiff have suffered consequential damages including personal injury, pain and suffering, emotional harm suffered social emotional injury, distress, deprivation of constitutional rights, Plaintiff have and continue to suffer irreparable harm violating rights under the above

20. Berding on behalf of FC Cincinnati, Carl Lindner III, and Managing Owners publicly insisted building new Multi-Million Dollar Stadiums in WestEnd, breaking

ground on FC Cincinnati stadium December 19<sup>th</sup> 2018, after submitting Oakley as new site for stadium December 6<sup>TH</sup>, 2017, Cincinnati Council unanimously approves WestEnd benefit deal FC Cincinnati announcing new Expansion Team to join Major League Soccer May 2018, old Willard R. Stargel stadium moved across the street to rebuild \$10 million stadium, replaced with \$251 million professional soccer stadium after land swap deal involving Taft Technology School and CPS, deal with school board worth \$25 million, Jeff Berding on behalf of Carl Lindner III, FC Cincinnati admits proceed of sale or exchange of Public land to pay for stadiums not deposited in “Federal land Disposal Account” government didn’t change any Laws. *exh.u,t*, 21. City of Cincinnati, Planning Commission approving rezoning April 2019, displacing families from Central Avenue, City Council unanimously approve benefit’s deal between FC Cincinnati and WestEnd residents May 2018, jeopardizing public health and safety, FC Cincinnati, unveil design concept October and break ground on MLS Stadium December 19, 2018. *exh.b,f,g,l,m,n,o,t,u,v,w,x,y*

**CLAIM EIGHT**  
**18 u.s.code§title 242**

Plaintiff re-alleges paragraphs One through 21, of this complaint as if fully set fourth here.

Defendant’s willfully violated *civil rights act of 1964*, and Plaintiff denied the opportunity to participate in Public Housing violating rights under the above

Defendant’s intentional reckless conduct participating in a pattern or practice of discrimination violating rights under the above,

As a result of conduct described above, Plaintiff have been denied participation and benefit of federal housing subsidy program on Public land by terminating Housing and refusal to provide reasonable accommodations



Defendant's intentional violation against Plaintiff on the basis of terminating federal housing subsidy program violating rights under the above

As result of Defendant's conduct the Plaintiff suffered consequential damages personal injury, pain and suffering, emotional harm, distress Plaintiff suffered social, emotional, injury deprivation of constitutional rights.

Plaintiff have and continue to suffer irreparable harm as result of Defendant's violation of Civil Rights under above

22. Over a decade later intentionally conspire to acquire, or in a land swap, or sell surrounding public land, under color of law, terminating, profiting from public land, previously reserved for Low-income Housing in the WestEnd owned by government, Jeff Berding, President on behalf of CEO, and Controlling Managing Owner Carl Lindner III, purchasing Public land from *CMHA* using knowledge gained as elected official a former Council member intentionally replacing public Housing with multi-million dollar stadiums unlawful use Public land construction began *2018 exh.a,i,q*,

#### CLAIM NINE

##### **Abuse of Trust or Authority**

Plaintiff re-alleges paragraphs One through 22, of this complaint as if Fully set fourth here.

Defendants willfully violated *civil rights act of 1964*, Plaintiff denied the opportunity to participate in Public Housing violating rights under above

Defendants Intentional Reckless Conduct Participating in a Pattern or Practice of Discrimination violating rights under the above,

As a result of conduct described above, the Plaintiff have been denied the participation and benefit of federal housing subsidy program on public land by terminating housing and refusal to provide reasonable accommodations,

Defendants intentional violation against Plaintiff on basis of terminating federal housing subsidy program violating rights under the above

As a result of Defendants conduct Plaintiff suffered consequential damages

23. City of Cincinnati, Defendant 1, allotting millions in public tax dollars, to evict families or person of low Income from public land intentionally failing to provide or refusal to provide reasonable accommodations necessary for Plaintiff's participation in, effectively eliminating opportunity to fully participate in federal housing subsidy program reserved for person of Low-Income action resulting in injury and damages to Plaintiff sell or in a land swap terminating and profit from public land violating *43 u.s.code § title 1702(e)*, conduct requiring planning, knowingly target Low-Income, the elderly, or otherwise vulnerable affect low and moderate rate Housing Hamilton County Nationally among lowest price rent, but have high eviction rate. *Exh. a, b, c, j*

**CLAIM TEN**  
**Fraud and Corruption**

Plaintiff re-alleges paragraph One through 23, of this complaint as if fully set forth here,

Defendant's willfully violating *civil rights act of 1964*, intentionally denying the Plaintiff opportunity to participate fully in federal housing subsidy program in violation of rights under the above,

Defendant's conduct engaged in pattern or practice of discrimination as a result of conduct described above Plaintiff intentionally denied participation benefit of federal housing subsidy program on government owned Public land Defendant's terminating available Low Income Public Housing,

Defendant's intentional actions conspiring under color of law acquiring Public land for profit failing to provide or refusal to provide reasonable accommodation necessary for participation in Housing, resulting in serious emotional harm to Plaintiff in violation of rights under the above,

Defendant's violated against Plaintiff solely on basis of *equal protection* and *due process clause* of 14<sup>th</sup> *amendment*, in violation of rights under the above

As a result of Defendant's action Plaintiff suffered consequential damages including personal injury, pain and suffering, emotional harm, and distress,



suffered social, emotional injury, deprivation of constitution rights Plaintiff have and continue to suffer irreparable harm, as a result of violation the above

24. The Defendant's intentional conduct contribute to Homelessness and Housing Crisis ongoing problems, causing irreversible damage contribute to frustration and humiliation caused by homelessness *Maslow Army v. City of Cincinnati*, citizens evicted from underneath bridge, pain and suffering, lost sleep, dignity Defendant's conduct affect market rent too due to Housing shortage and standardized leases, the landlord's place tenants in a take it or leave it situation *see javins v. first national realty corp.* 138, app.D.C.3, exh.a,b,c,d,e,f,g,h,i,j,k,l,m,n,o,p,g,r,s,t,u,v,w,x,y

25. Buses rerouted Central Ave. closed to traffic, half of District One, parking lot gone April 2019, replaced with new FC Cincinnati stadium, Cristopher Smitherman chaired the Law and Public Safety Committee since 2013, has jurisdiction to oversee issues related to safety policy; fire; citizen complaint authority; liquor license; public services responsible for zoning changes evicting families residing at Central Avenue and Wade Street 2020, Ms Mary Frances Page 99, years old, living in WestEnd her entire life sold or a land swap . compare to *Wyandot Nation v. United States*,

## CONCLUSION and RELIEF

THEREFOR, Plaintiff respectfully request that the Court:

- A. Issue a order granting plaintiff request for Declaratory and Injunctive relief,
- B. Declare Defendant's conduct outrages and causing pain and suffering, and emotional harm,
- C. Award compensatory and consequential damages to Plaintiff and return the Federal Housing Subsidy Program to WestEnd,

- D. Punitive damages are not recoverable from a City, Political subdivision, or State § 2744.05(A),
- E. Award punitive damages if compensatory damages have been awarded, or if actions/omission demonstrate malicious, aggravated, and egregious fraud
- F. That Defendant's knowingly authorized, participated in or ratified actions/omissions of an agent §§ 2315.21(C)(1) and (2)
- G. Nonpecuniary harm from injury and damages to person/property for pain and suffering, loss of society, protection, assistance, mental anguish, any other intangible loss,
- H. Find that Plaintiff are prevailing parties in this case and award, pursuant to 42 U.S.C. § 1988, costs, expenses, if suitable any relief at law or in equity, to which the Plaintiff maybe entitled,

Defendant 1, City of Cincinnati, Defendant 2, CMHA, Defendant 3, Carl Lindner III, CEO Managing Owners, Defendant 4, United States, enjoined under *fed.r.c.p. 65(a)*, and Compensate the Plaintiff

#### CERTIFICATION and CLOSING

Under Federal rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) not being presented for improper purpose, such as to harass, cause delay, needlessly increase the cost of litigation; (2) supported by existing law or by anon-frivolous argument for extending modifying, reversing existing law; (3) factual contentions have evidentiary support or, if specifically so identified, will like have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11,

#### A. For Parties without Attorney

I agree to provide the Clerks' office with any changes to my address where case related papers maybe served. I understand that my failure to keep current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing October 19th 2022,

Signature of Plaintiff


Printed Name of Plaintiff Alicia Ann Epps



AFFIDAVIT OF ALICIA A. EPPS

1. My name is Alicia A. Epps Pro Se, filed Civil complaint seeking Damages and Injunctive Relief alleging violation of Federal Laws against former Mayor and former Council members of Defendant 1, City of Cincinnati enjoined with Defendant 2, *CMHA*, Carl Lindner III, CEO Managing Owners, Defendant 3, United States of America Defendant 4, this Affidavit is based on my personal knowledge and review of Rules.
2. Plaintiff entitled to benefit and participation in the Federal Housing Subsidy Program guaranteed by *constitution*, denied by defendant 1, elected officials acting under Color of Law, engaging in conduct that could reasonably appear to place personal interest above the Public good
3. Copies of plaintiff *exhibits a*, through *aa*, attached to Amended Complaint
4. Plaintiff person of Low Income eligible for Federal Housing Subsidy Program
5. Plaintiff Homeless placed on *CMHA*, Waiting List, since *2013*, despite paying debt owed to *CMHA*, Defendant 2, Plaintiff now resides at 729 Betton Avenue
6. *CMHA* defendant 2, accepted payment allowing plaintiff to believe she would be returned to Federal Housing Subsidy Program in Laurel Homes,
7. Payment was made in the presence of Ms. Shirley Colbert, plaintiff mother who witnessed and encouraged Transaction that occurred at 1627 Western Avenue Cincinnati Metropolitan housing authority around *2013*, plaintiff applied for section 8 Certificate for Public Housing same day
8. I Alicia A. Epps, allege further damages by Defendants 1,2,3,4 Intentional reckless conduct in acquiring Public land Unlawfully, Terminating, Public land not reserved for any one individuals use
9. Defendants 1,2,3,4 violating *federal Housing act of 1937, civil rights act of 1964* guaranteed by *constitution* defendants 2, *CMHA* Waiting list
10. At no time did plaintiff not follow *HUD* proper procedure in securing Public Housing remaining eligible and Homeless.

AFFIANT FURTHER SAYETH NAUGHT

10-19-22  
date  
  
DEBRA COLEMAN  
Notary Public, State of Ohio  
My Commission Expires:  
08-17-2026

  
signature



# Laurel Homes Historic District

**Laurel Homes Historic District** is a registered historic district in Cincinnati, Ohio, listed in the National Register of Historic Places on May 19, 1987. It contained 29 contributing buildings.

All but three of the historic low-income public housing projects was razed between 2000–02 to make way for new condominiums.

## Contents

### History

#### See also

#### References

#### External links

## History



One of the remaining buildings

Laurel Homes was established in 1938 with 1303 units of low income housing. An adjacent property of 1015 units, Lincoln Court, opened in 1942 to black

families only.<sup>[2]</sup> Apartments at Laurel Homes were leased to both white and to lesser degree, black, families, making it nominally one of the first integrated housing projects in the United States.<sup>[3]</sup>

Laurel Homes was the second largest Public Works Administration public housing project in the country.<sup>[4]</sup>

## See also

- Woolworth Building in Lexington, Kentucky by the same architect, Frederick W. Garber.
- National Register of Historic Places listings in Cincinnati, Ohio

*Exhibit A*

### Laurel Homes Historic District

U.S. National Register of Historic Places

U.S. Historic district



One of the buildings at Laurel Homes



☐ Show map of Ohio

☐ Show map of the United States

☐ Show all

#### Location

Roughly bounded by Liberty and John Sts., Ezzard Charles Dr., and Linn St., Cincinnati, Ohio

#### Coordinates

39°6′41″N 84°31′27″W﻿ / ﻿39.11139°N 84.52417°W﻿ / 39.11139; -84.52417

#### Area

34 acres (14 ha)

#### Built

1933

#### Architect

Frederick W. Garber,



## References

1. "National Register Information System". *National Register of Historic Places*. National Park Service. March 13, 2009.
2. Federal Writers' Project (1943). *Cincinnati, a Guide to the Queen City and Its Neighbors*. p. 132. ISBN 9781623760519. Retrieved 2013-05-04.
3. "Cincinnati Metropolitan Housing Authority". Cincinnati Museum Center at Union Terminal. Retrieved 25 December 2013.
4. *Architecture in Cincinnati: an illustrated history of designing and building an American city*. Ohio University Press in association with the Architectural Foundation of Cincinnati. 2006. p. 207. ISBN 0821417002.

et al.

NRHP reference No. 87000690<sup>[1]</sup>

Added to NRHP May 19, 1987

## External links

Library of Congress Prints & Photographs Online Catalog: Laurel Homes Building B <sup>[1]</sup>

Library of Congress Prints & Photographs Online Catalog: Laurel Homes Historic District <sup>[2]</sup>

## Cincinnati City Council hopes to turn vacant, blighted properties into urban farms

[wcpo.com/news/insider/urban-farms-cincinnati-city-council-hopes-to-transform-vacant-blighted-properties](https://www.wcpo.com/news/insider/urban-farms-cincinnati-city-council-hopes-to-transform-vacant-blighted-properties)

"A lot of these vacant areas are in areas identified as food deserts," Flynn said.

English Woods, for example, has acres of barren, grassy land since a housing complex there was demolished a decade ago. The lot is currently owned by Cincinnati Metropolitan Housing Authority.



Cincinnati City Council has named the English Woods, a vacant swath of land on Cincinnati's West Side, as a top priority to develop an urban farm on. Photo by David Sorcher | WCPO contributor

Exhibit B



# CMHA 5-year plan would raze 3 projects

Sharon Coolidge [scoolidge@enquirer.com](mailto:scoolidge@enquirer.com)

Some of Cincinnati's largest public housing complexes are slated for demolition – a prospect that could transform neighborhoods but has tenants and West Side leaders on edge.

Roughly 1,400 housing units could disappear as Findlater Gardens and Winton Terrace in Winton Hills and Stanley Rowe Towers in the West End are turned to rubble, according to a plan posted on the Cincinnati Metropolitan Housing Authority's website. The land would become "green space," according to the plan.

And the people who live there now? They'll be given Section 8 vouchers and sent to find housing in the community.

Right now, though, there is a waiting list for Section 8 vouchers, as well as a waiting list to get into public housing units.

CMHA leaders were reluctant to discuss the plan with The Enquirer until they roll out the plan to employees Tuesday morning and to the public during a Tuesday night meeting. The plan didn't detail costs of the demolition; officials told The Enquirer nothing would be definite until they figure out how to pay for the changes.

"We did a total look at our portfolio and how we could provide the best housing," said CMHA Executive Director Gregory Johnson. "We're trying to make sure our housing is sustainable."

Community leaders are paying attention, fearful that an influx of low-income families will weaken already struggling neighborhoods.

West Side activist Pete Witte, a former CMHA board member, said this action will cause many to worry about what CMHA is doing. "CMHA seems to indicate a plan for melding into existing housing the displaced units," he said, "but time will tell if that is a practical approach."

Witte is not alone. West Siders in particular believe that the closure of West End Public Housing (Lincoln Court and Laurel Homes) and the gentrification of Over-the-Rhine led to significant increases in subsidized housing in West Side neighborhoods.

Exhibit C



It's all part of a larger plan by the Department of Housing and Urban Development to eradicate public-housing complexes. It's a strategy that reflects a trend across the county to turn public housing into mixed-income developments that are family-friendly.

Advocates for the complexes' low-income residents worry the system of vouchers is difficult to navigate and say many of the residents stay in the same poor areas. HUD officials say the new model has been popular, helping them move out of poverty.

Domonique Washington, 20, lives in Findlater – where he has lived on and off through his life – while he works to get his GED. He described life there as "rough, the survival of the fittest," because there's drug activity and other crime.

"I can't afford to live anywhere else," Washington said. "That's a fact for everyone here."

He supports the voucher program. "That lets people who want to succeed get away if they want to," he said.

Resident Donna Cornist described Stanley Rowe Towers as a mess. "They (CMHA) are not taking care of them. Elevators are broken, old people are scared.

"You can smell the bed bugs," she added.

Elizabeth Brown, executive director of Housing Opportunities Made Equal, said she was "very concerned" when she saw demolitions in CMHA's annual plan, but she has been told it's more about general direction than a set-in-stone plan. "It was very upsetting to residents," said Brown, whose agency is the private fair-housing agency that serves Greater Cincinnati. Among its services is a tenant advocacy program.

Brown, who typically reviews the annual plan, said there is no question Washington is squeezing CMHA's funding. The properties are aging, but Brown said their condition is "still a whole lot better than some of the housing out there."

"That doesn't mean some of it is not old and at the point it needs rehabilitation, but I wouldn't consider any of it substandard," Brown said. "(CMHA) is a good landlord that maintains their properties."

As CMHA formulated the five-year plan, its first under Johnson, it faced two hurdles:

Maintaining large public-housing developments is financially draining. It has to maintain the standard of livability in the large complexes while running a voucher program that puts people in community housing.



It has to operate as the federal government continues to slash money for public housing.

"These factors create the double whammy that has made many housing authorities really accelerate ... closing of public housing around the country," Witte said.

# Cincinnati City Council approves infrastructure funds for MLS stadium



ESPN staff

Apr 16, 2018

FC Cincinnati received a major boost in its hope to build a stadium and secure an MLS expansion slot when the Cincinnati City Council approved an infrastructure package in a narrow vote on Monday.

Voting 5 to 4 to pass the ordinance, the Council agreed to provide \$34.8 million in infrastructure costs while the team will build and pay for a 21,000-seat, \$212.5m stadium in the West End neighborhood.

But before those steps can go forward, MLS -- whose owners meet Tuesday in Los Angeles -- must announce Cincinnati as the league's next expansion team. Cincinnati is one of three finalists -- along with Detroit and Sacramento, California -- to join Nashville as new clubs in this wave of expansion.

The Council vote comes after Cincinnati Public Schools agreed to give the soccer club the land it sought in exchange for building a new \$10 million high school stadium and contributing to property taxes.

Monday's vote nearly didn't pass as councilman Jeff Pastor was holding out for a community benefits agreement, which FC Cincinnati general manager Jeff Berding, a former councilman himself, supplied on Monday.

"This is a win-win, once in a lifetime opportunity," Pastor said, according to WCPO.

Exhibit  
D





FC Cincinnati has been playing at the University of Cincinnati's Nippert Stadium since joining the USL in 2016, but MLS has long prioritized the inclusion of a soccer-specific stadium in its expansion plans.

Given the financial heft of FCC's ownership group, one that includes billionaire Carl Lindner III, Cincinnati has long been viewed as being ahead of both Sacramento and Detroit, the latter of which has said it wants to play at an NFL stadium. But uncertainty over where FCC would build a stadium had seen the process drag out.

Since joining the USL in 2016, FC Cincinnati has been a major success story, averaging over 21,000 fans in 16 home games last season and beating two MLS clubs in the U.S. Open Cup in front of more than 30,000 fans.

On April 7, the club set a USL record with 25,667 fans for its home opener against defending champions Louisville City.



# Cincinnati City Council approves rezoning for FC Cincinnati stadium in West End - and controversial help for a displaced restaurateur

Sharon Coolidge Cameron Knight Cincinnati Enquirer

Ready. Set. Dig.

Cincinnati City Council approved zoning for FC Cincinnati's Major League Soccer Stadium in the West End Thursday – a measure derailed last Thursday at an emotional city council meeting.

"We're eager to get back to work on the site, as are local contractors, subcontractors and workers," said FC Cincinnati President and General Manager Jeff Berding.

The vote will keep the privately funded, \$250 million stadium on track. Berding said. Opening is scheduled for March 2021, the start of the team's second Major League Soccer season.

Council hit the pause button on the zoning change last week after issues with stadium neighbors popped up. And that put pouring the stadium's foundation behind schedule. It was a tense week of negotiations with final deals struck hours before the council meeting.

Council passed two measures:

The first was the actual zoning change needed for the stadium, which passed 7-0. (Christopher Smitherman and Chris Seelbach were excused.)

In a separate vote, council promised to give \$75,000 in city money to West End restaurant owner Monica Williams, whose business was shuttered to make way for the stadium. Without this deal, some council members wouldn't have voted for the zoning change.

Six of the seven passed a deal to fund the businesswoman's relocation - but not without heated debate.

**'Retail is just too risky for tax dollars'**

Exhibit  
e



Amy Murray, who was the lone vote against the plan, said she objected to using reserve funds and believed the full burden should have fallen on FC Cincinnati. She did offer to help Williams in any other way she could.

Tamaya Dennard responded that "we cheerfully emptied our reserves for millionaires," referring to the \$8 million from reserves used for public infrastructure in support of the stadium development. The city is providing a total of about \$35 million in incentives.

Dennard said the marginalized people in Cincinnati continue to be an "afterthought."

Mayor John Cranley, a Democrat, sided with Murray, a Republican.

"Retail is just too risky for tax dollars," Cranley said, adding "It's easy to say it's a handout to FC Cincinnati, but that doesn't make it true."

The mayor pointed out that all the money the city pledged to support the project was going toward public infrastructure.

Councilman Greg Landsman, who spearheaded the deal between FC Cincinnati and restaurant owner Monica Williams, said he thought this plan was solid.

"What I watched over the course of the last few days...was exactly what I had hoped to see," Landsman said, "Folks working together."

Under terms of the deal with Williams, the Greater Cincinnati Redevelopment Authority will help Williams secure a food truck and spot to park it in the West End and work until a permanent space can be found.

To do that the city is setting aside \$75,000 and FC Cincinnati \$150,000 to help with that on top of another \$20,000 FC Cincinnati already gave Williams.

## A last-minute deal with the ballet

With just hours to go before its pivotal vote, The Cincinnati Ballet announced they had separately reached a deal with FC Cincinnati. This too was important in garnering some council member votes for the zoning change.

FC Cincinnati signed an agreement of cooperation and support with the Cincinnati Ballet.

The ballet, which sits on land owned by the team and whose parking lot is slated for part of the development, wanted assurances about parking, noise and access to its building.

P.G. Sittenfeld, who help facilitate the plan, called it a "good neighbor" agreement.

It calls for a noise study and \$500,000 in noise mitigation funds from the team, and it addresses some concerns about parking and street closures. It also calls for the team to pay another \$500,000 to help relocate the ballet when the time comes, but the details of where and when that relocation will happen are not spelled out.

"This is the next step to being a good neighbor," Sittenfeld said, "not the end of it."

The stadium is already behind schedule, costing it a half million dollars and construction officials fretted any further delays could push back the planned 2021 opening.



# West End leaders dread more displacement as TQL Stadium opens its doors

Community leaders are working toward buying more properties in the area to control market rates and create affordable housing.



By: [Kristen Swilley](#)

Posted at 5:00 AM, May 14, 2021

and last updated 10:01 PM, May 14, 2021

CINCINNATI — Tia Brown isn't against TQL Stadium, the Major League Soccer venue that just opened in the West End. As the community engagement director of Seven Hills Neighborhood Houses, the community development corporation of the West End, she hopes FC Cincinnati's permanent home will invite other amenities that the neighborhood needs, such as a laundromat or a market.

Exhibit  
F



But she's also worried about how the stadium is boosting the price of properties in the area.

Brown said housing sales in the West End went up by about \$95,000 between 2017 and 2020. That means that the average house now sells for more than \$100,000 and that it's not uncommon for her to see houses on Sibley Cline and MLS for almost \$700,000.

The skyrocketing prices are a major issue. A 2019 study conducted by Seven Hills and The Port of Greater Cincinnati Development Authority found that 44% of households in the West End were at risk of displacement. Brown said renters make up 80% of the neighborhood while the remaining 20% are homeowners. She also pointed out the large population of senior homeowners on fixed incomes and others with low wages.

When taxes go up, locals feel the pressure.

"It's just like someone facing eviction," Brown said. "It's a form of trauma, and people are trying to go about their daily lives, but at the back of their head they may be worrying about their housing."

The 2019 study was a result of a partnership formed between Seven Hills and The Port. The groups' goal was to educate themselves and other stakeholders about options to support homeownership and real estate investment in the West End. In addition to finding rates of displacement risk in the West End, the study made a number of recommendations.

It suggested that low-income residents be directed to resources that would shield them from displacement, that existing housing be preserved and that job creation be boosted in the community. Other calls



Seven Hills wants to maintain the rich history of the neighborhood but needs the city on board to allocate money and investors. Brown said there could be stronger communication when developers come into the West End. She also said there needs to be a stronger understanding that developments in housing affect other elements like local businesses, as well as more creativity and inclusion in revitalization projects.

"It's important to remember that there's all kinds of different people that have all kinds of different incomes," Brown said. "(T)here has to be action at a city level to say, 'Hey, we're not just going to turn a blind eye and just let development happen as usual.'

"The point is to pause, to be able to have partnerships in place and funding there to make sure as a neighborhood develops, it can develop balanced. So everybody's best interest can be at the table and considered."

FC Cincinnati bought a number of properties in areas including Wade Street, Central Avenue and John Street. At least 17 residents were displaced. Just Cooking, a soul food restaurant, was also pushed out of its rental space, and the old building where Revelation Missionary Baptist Church once stood was razed.

Monica Williams, who owns Just Cooking, had already experienced displacement with her family once before when public housing was torn down in the area. At the time that she was forced to move her restaurant, she waged an effort with the NAACP and community activists to push the city and FC Cincinnati to help her find a new location that she could afford.

to action included helping retain and attract businesses while celebrating historical and cultural assets. However, Brown said there has not been enough capital to follow through on recommendations made in the study.

“Even if the displacement hasn’t happened super broad just yet, the threat is still there because the neighborhood is still developing,” Brown said.

But Brown believes that with enough effort and support, long-term West End residents’ situations can change for the better. She said Seven Hills has been working on getting affordable workforce housing in the area as an alternative.

This housing would cost less than \$200,000 for homeowners and offer rental rates lower than \$1,200. The organization notes it is important to consider working-class people who have the money to own houses but are living in an area where houses are out of their pre-approval range. Brown also wants renters who can afford a mortgage to have the opportunity to stay in the neighborhood.

Seven Hills’ strategy as a community development corporation is to acquire properties in the area so they can control rates and maintain balance in the neighborhood. The strategy is part of the organization’s work with The Port to develop the area equitably. Seven Hills also aspires to have a fund to help seniors offset increasing tax costs.

However, it has been a difficult, slow process, and the organization needs help. Brown has called on major developers, the city, the housing trust fund and wealthy local residents to provide more support.



## City of Cincinnati Planning Department

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# The West End Urban Design Plan

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## Guidelines for the Future of The Lincoln Court and Laurel Homes



Artist Rendering of Proposed HOPE VI Development in Existing Context

Source: Torti Gallas and Partners

Exhibit  
G

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# Introduction

## A Model for Urban Living Built on Our Heritage

### A New West End Community

#### Purpose of the Urban Design Plan

The City of Cincinnati, through a blight study of the West End neighborhood determined that the community is a deteriorated and blighted area. The following Urban Design Plan intends to establish the recommendations for the revitalization of a portion of the blighted neighborhood that qualifies as an Urban Renewal area under chapter 725 of the City's Municipal Code.

#### Blight Study

In 1999, the City's Office of Architecture and Urban Design conducted a blight eligibility study of the West End and found that neighborhood conditions exist that constitute a serious menace to public health, safety, economic and social liability. These conditions substantially impair the growth of the community by impeding private investment that would create employment and preserve housing opportunities. The study determined that ordinary investment in the area would not occur without the aid of the City through Urban Renewal legislation.

#### West End Historic Profile

The West End community is predominately an African American neighborhood with diverse income and cultural legacies. It is located adjacent to the Central Business District and the Over-the-Rhine communities. It is a proud community with a strong family heritage. Many famous people came from the West End. Ezzard Charles Avenue is

named for the heavy weight champion who grew up and trained there. The West End has endured many changes notably, the construction of the interstate 75 highway and the construction of public housing at Laurel Homes and Lincoln Court.

The original development of the Laurel Homes and Lincoln Courts housing projects marked the beginning of project based public housing in the West End. Although the total project sites take up less than one quarter of the residential land area in the community, it began a trend of public housing development throughout the neighborhood. Today there are six public housing projects in the West End, on more than fifty percent of the land area. The West End residential community is largely a public housing market with both scattered site and project based units. There is however, a stable market for historic properties in the Dayton Street Historic District where residents are capitalizing on the federal historic tax credits.

The West End today is still a diverse community. Recent developments of City sponsored single-family homes construction adds to the racial and income mix of the families in the community. New homes valued as much as \$300,000 dollars (CitiRama 2000) now adjoin renovated historic properties (Betts Longworth Historic District) and public housing (Existing Lincoln Court).



Low-income housing adjacent to recently constructed new single family homes and historic renovations



Mound Street looking north to Clark Street

These developments required City subsidy to attract private investment. The community still exists under poor economic conditions. Long-standing neighborhood businesses are relocating outside of the area. Unemployment and poor housing remain prominent issues to residents. Newer upper income homeowners are concerned that adjacent deteriorated housing stock may affect their future home values.

## The New Laurel Homes and Lincoln Court

### HOPE VI

The HOPE VI project is the latest in the revitalization efforts in the community. In 1998, the U.S. Department of Housing and Urban Development awarded funding to the Cincinnati Metropolitan Housing Authority from the HOPE VI grant program. In separate grant proposals, CMHA calls for the demolition of the older subsidized rental units at Laurel Homes and Lincoln Court and their reconstruction on the same sites, as new mixed-income rental and homeownership units. The proposal also includes new and renovated rental and homeownership units at "off-site" locations, integrated into the existing housing fabric of the West End.

The HOPE VI project for the West End, is one of many significant investments targeted for the community. In June 2001, the City of Cincinnati agreed to support CMHA with the construction of public improvements and for the development of the new Laurel Homes. The agreement includes the use of Tax Incremented Financing (TIF)<sup>1</sup>, initiated through municipal legislation as part of an urban renewal plan. This Urban Design Plan serves as that legislative tool.

<sup>1</sup> Tax Increment Financing (TIF) - State legislation allows the City to accept service payments in lieu of property taxes from a developer to fund public improvements, which would benefit a specific project area determined to be eligible as an urban renewal area.



**Artist Rendering of Laurel Homes Streetscape**

Source: Torti Gallas and Partners



**Artist Rendering of New Seniors Building at Lincoln Court**

Source: Glaser and Associates, Inc.



## Existing Land Use Conditions

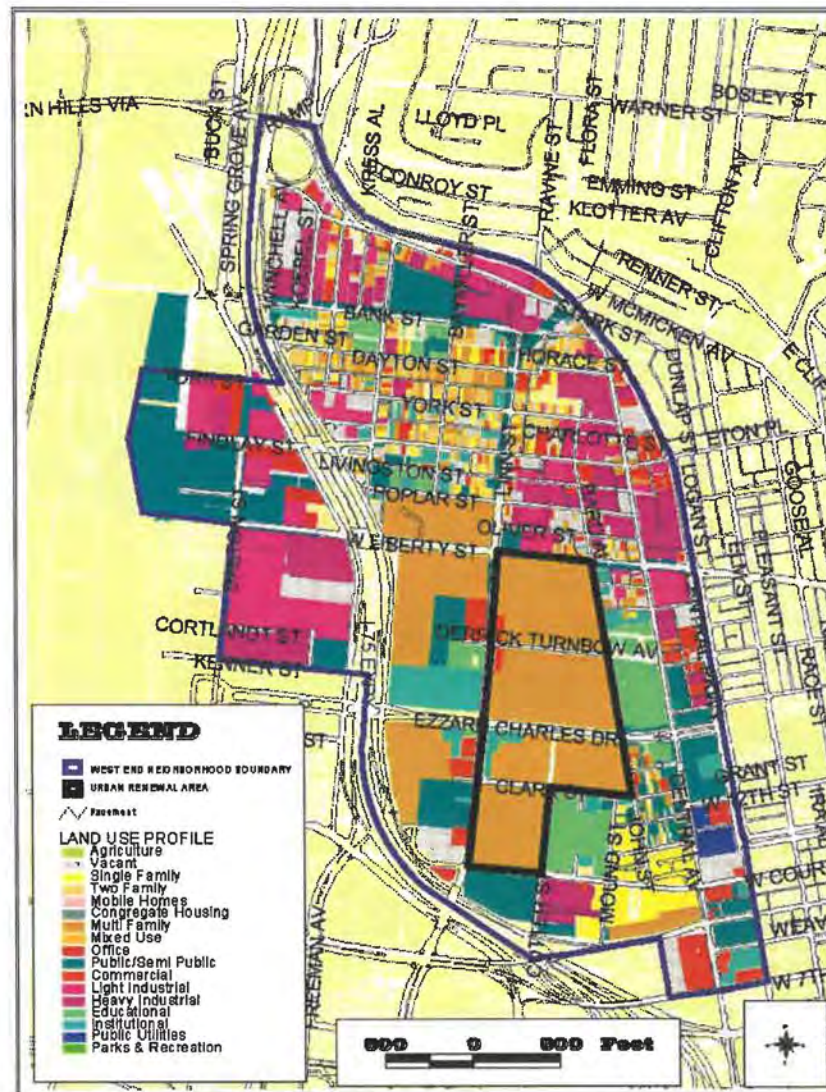
### WEST END LAND USE

The existing land use in the West End neighborhood is a mix that ranges from low-density single family to medium and heavy industrial. Single-family uses are concentrated in the northwest quadrant and the southeast quadrant of the neighborhood. Both areas are part of local historic districts, the Dayton Street Historic district, located northwest and the Betts Longworth Historic district located southeast. There are several vacant and blighted lots and structures throughout the Dayton Street area. Similar conditions existed in the Betts Longworth area, until construction of the three CitiRama<sup>2</sup> projects from 1995 through 2000. Developers demolished deteriorated and blighted structures to create vacant land for new single family units.

A large portion of the West End land use is multi-family residential. The greater concentrations exist at six separate public housing projects sites. The remaining multi-family units are scattered throughout the Dayton Street Historic area north of Liberty Street and east and west of Linn Street.

Industrial land uses abut residential uses north and east along Central Parkway and Liberty Street. Many of the buildings and land in the area are in a vacant and/or deteriorating blighted condition. The other industrial land uses, west near I-75, are stable with some newly constructed buildings.

<sup>2</sup> CitiRama is a partnership of City of Cincinnati and the Cincinnati Homebuilder's Association (CHBA) that builds market rate housing. The name "CitiRama" is a registered trademark of the CHBA.





Commercial land uses, churches, parks and recreational uses are located in the residential and industrial areas. Neighborhood schools sites also integrate into the blocks of residential use.

## **PROPOSED URBAN RENEWAL AREA LAND USE**

The land use inside the proposed urban renewal area is predominately multi-family residential. This includes the Lincoln Court and Laurel Homes. The remainder of the boundary is comprised of a strip of one-story commercial uses at Linn Street and St. Joseph Church, the neighborhood Catholic Parish on Ezzard Charles Drive.



Recent school closing site

Washburn Elementary School corner of Linn Street and Derrick Turnbow



Proposed school closing and relocation out of the West End  
Sands Montessori Academy on Poplar Street



## Existing Zoning Conditions

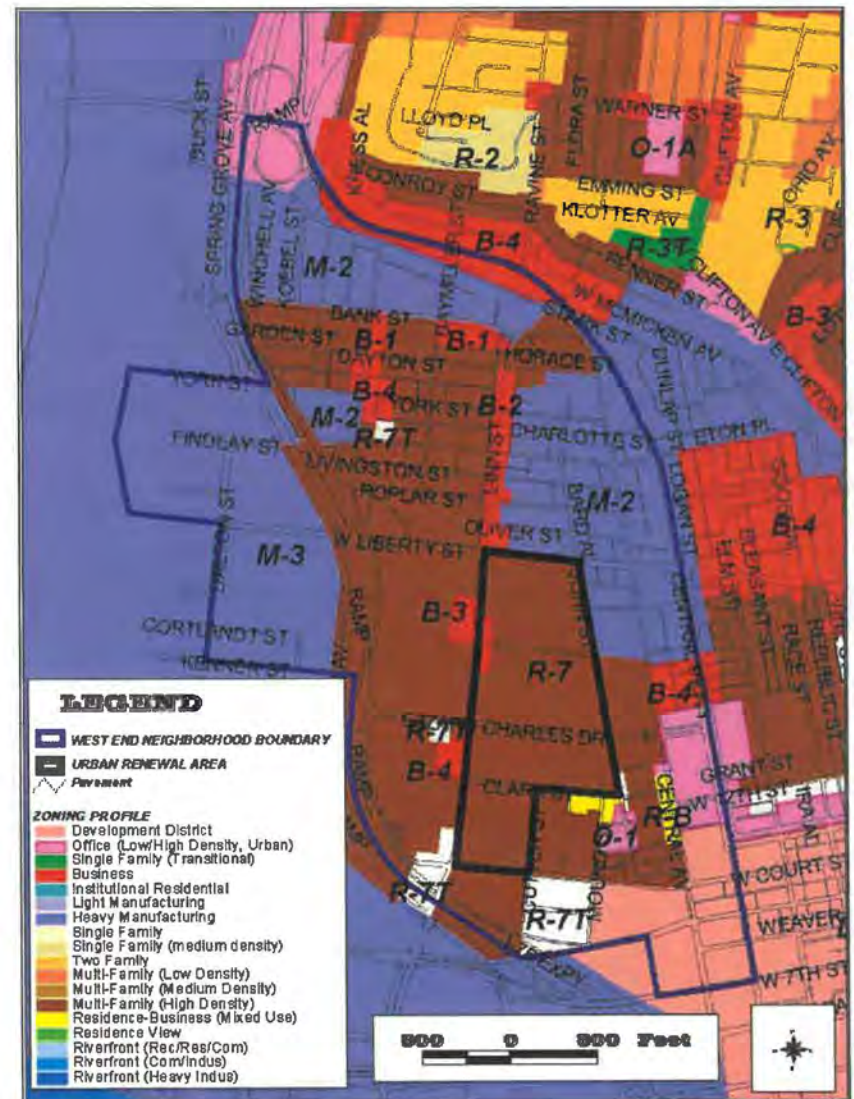
## WEST END ZONING

The Zoning profile of the West End is a mix of residential, commercial and manufacturing districts. The greater part of the neighborhood is zoned high density multi-family residential (R-7). There are scattered areas of commercial business districts (B-1 through B-4), transitional residential districts (R-7T), and residential business districts (R-B) throughout the neighborhood. A small area of office zoning (O-1) exists north near the Betts Longworth Historic district and south at Central Parkway and Ezzard Charles Drive.

The manufacturing zones (M-2 and M-3) also overlay a large area of properties in the neighborhood. The manufacturing zoned districts contain a large number of vacant parcels and abandoned structures. There are small pockets of residential structures inside these zones. Most are directly adjacent to functioning manufacturing businesses, creating conflicts between residents and business owners. Small pockets of commercial business also abut the manufacturing districts. Most are family owned stores and auto repair businesses. The general pattern of zoning in the neighborhood reflects the land with some non-conforming uses.

## PROPOSED URBAN RENEWAL AREA ZONING

Inside the proposed urban renewal boundary the zoning is high-density multi-family (R-7) and commercial business (B-3).. Several other zoning districts border the area including at the southern edge, a R-B (residential business) and O-1 (office) and at the northern border a M-2 (medium density manufacturing) zone. The HOPE VI development will not require zone changes for implementation.





The Urban Renewal area recommended by this plan is the current Lincoln Courts and Laurel Homes public housing. The blight study documentation for all buildings and infrastructure has determined that the Lincoln and Laurel sites qualify as a deteriorating and blighted area.

The existing structures at both sites are dilapidated with out dated plumbing and electric facilities. The infrastructure that supports the area is more than 50 year old. Infrastructure cost to maintain units at Lincoln and Laurel is a growing financial burden for the CMHA organization. The HOPE VI revitalization will eliminate the blighted conditions and bring new life to the residents of the Lincoln Courts and Laurel Homes projects.





## Revitalization Strategies

### Future Land Use

#### HOPE VI

The revitalization strategy for the plan incorporates the following areas:

1. The demolition and reconstruction of the Lincoln Court housing units as a mixed income homeownership and rental apartment complex.
2. The demolition and reconstruction of the Laurel Homes housing units as a mixed use homeownership and rental apartment complex.

The goal of the Urban Renewal Plan supports the development of the HOPE VI new mixed-income housing development. The objective of creating modern rental and homeownership units in a single community follows the change in direction nationwide in the delivery of public housing.

The new housing unit designs for HOPE VI expect to attract both market and subsidized tenants. The design concept provides for housing, commercial retail and park settings at one site.

### Lincoln Court – Demolition and Reconstruction

The Lincoln Court development will demolish all of the existing project area. This includes a total of 53 three and four story residential buildings, a Community Relations office, existing site improvements, utilities and roadways.



The New Lincoln Court Site Plan

Source: CMHA HOPE VI Lincoln Court Application

The development includes 500 new units designed to integrate with the surrounding community's architectural scale. All new utilities are underground with a new roadway plan that reopens a portion of Elizabeth Street from Linn Street to Cutter Street. CMHA hopes to capitalize on the current strength of the market for homes in the West End.

The new Lincoln Court includes two and three story brick townhouses with parking courts and a senior building. The new building façade designs compliment the historic character of the West End.



**Typical Building Façade at Betts Longworth Historic District**  
Central Avenue looking north to Ezzard Charles Drive



**Typical Building Façade of new Lincoln Court Units**  
Court Street looking west toward Linn Street

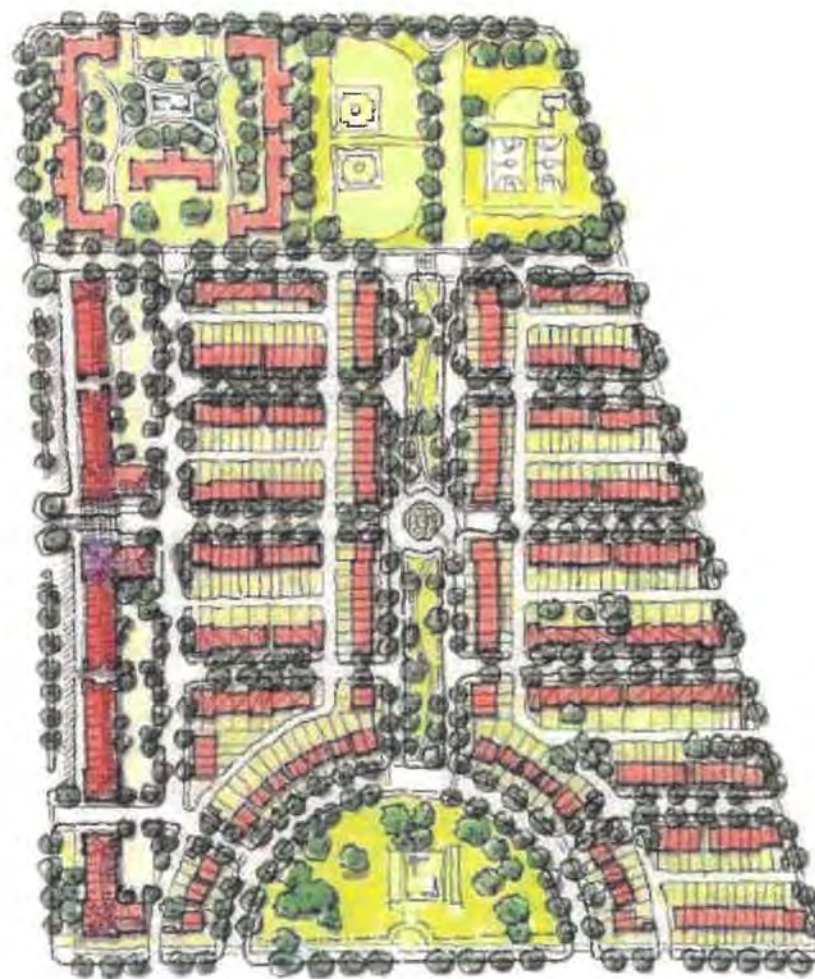


## Laurel Homes - Demolition and Reconstruction

The plan at the historic Laurel Homes site includes demolition of 21 structures of three and four story residential buildings. Demolition also includes several one story commercial structures on Linn Street. The recently renovated units at the northwest corner of Liberty Street and Linn Street will remain. The new Laurel Homes houses 630 units, including the recently renovated area and combine 372 family rental units, 157 public housing units, 161 market rental units and 128 homeownership units.

As in the Lincoln Courts, the new Laurel Homes offers a mixed-income housing opportunity in the City of Cincinnati. The plan for Laurel Homes includes a broader mix of unit types.

The design concept of the new Laurel Home buildings promotes two and three story-attached townhouses, detached single-family homes and mansion flats. The flats are oriented towards the public street and include individual front stoops, garages or parking pads at the rear, accessed by limited use narrow roadways. The goal of the design is assimilation into the existing building environment of the mostly historic West End Community.



The New Laurel Home Site Plan

Source: Torti Gallas and Partners





Artist Rendering of Laurel Homes Streetscape

Source: Torti Gallas and Partners

The HOPE VI Laurel Homes plan provides open space with parks and broad street vistas. The new infrastructure of public streets and narrow passageways frame the buildings in small blocks and tree lined pedestrian walkways.



Artist Rendering of Laurel Homes Streetscape

Source: Torti Gallas and Partners

## Retail Mix

The HOPE VI project includes an element of economic development. CMHA is promoting a strategy of economic growth at its sites along the Linn Street corridor. The demolition of the existing retail at Linn Street makes way for a revitalized business district between Ezzard Charles Drive and Derrick Turnbow Avenue. The new economic development area serves residents of the new Lincoln Court and Laurel Homes.



Artist Rendering of Mixed Use Commercial/Residential Streetscape at Linn Street

Source: Torti Gallas and Partners



## Implementation Partnership

The HOPE VI development in the West End is a financial partnership of Cincinnati Metropolitan Housing Authority, the Community Builders (TCB), the City of Cincinnati and the U.S. Department of Housing and Urban Development. It is also a community partnership of the residence councils from the Laurel Homes and Lincoln Court public housing, the West End Community Council. Together these partners helped transform public housing into lively sustainable communities with a mixed-income resident base.

Relocation options were of vital importance to the HOPE VI implementation. CMHA and the residence councils developed a process that assured existing residents various options for relocation. Existing residents in both the Lincoln and Laurel housing could:

1. Remain at the project site by either,
  - Moving into temporary housing
  - Moving to new housing after construction or
  - Purchasing a unit through the homeownership program.
2. Rent a unit in the West End that is owned by CMHA but outside the site.
3. Rent a unit not in the West End that is owned by CMHA, or
4. Receive a Housing Choice Voucher to rent private-market housing.

## Self-Sufficiency Program (SSP)

CMHA plans to embark on an aggressive, results oriented self-sufficiency program (SSP) for the new residents of HOPE VI that will expand the welfare-to-work initiatives of the State of Ohio and Hamilton County. The program will prepare residents for jobs and homeownership and provide daycare, after-school programs, transportation and counseling on maintaining self-sufficiency.

## Related Activities

Other major projects have committed to development in the West End. The plans for many of these developments have determined the site in the neighborhood. A new YMCA facility is planned for Liberty Street west of Linn. The new Community Action Agency "Head Start" program will build it's new facility on Richmond Street directly adjacent to the Lincoln Community Center. The Cincinnati Recreation Commission has committed to the renovation of the Lincoln Community Center. CMHA in partnership with the City of Cincinnati Recreation Commission plans a \$2.7 million renovation and expansion of the center in conjunction with the HOPE VI project.

Plans are underway to expand the West End Health Center complex on Ezzard Charles Drive, and the Otto Budig Academy of Cincinnati Ballet is expanding its facility on Central Parkway. The City of Cincinnati plans for streetscape improvement at Linn Street. The committed project list represent the various interests involved in the revitalization of the West End.

The planning department is working with the West End Community Council and other neighborhood stakeholders on the Context Plan. It will develop an overall community redevelopment strategy.



**Lincoln Community Center**  
Targeted for expansion through a partnership of  
CMHA and Cincinnati Recreation Commission



## Conclusion

### The Impact of HOPE VI

#### AN IMPROVED WEST END COMMUNITY

The Blight Study conducted by the City of Cincinnati determined the West End eligible for Urban Renewal declaration as a blighted and deteriorating neighborhood. The expectations of the HOPE VI development are to remove a large area of blight (existing sites of Lincoln and Laurel) from the West End community. It is a major effort in revitalizing the West End community. The total financial investment in the community of more than 82 million dollars is the largest single redevelopment project budget to date in the community. The impact of the investment is a renewed interest in West End neighborhood development.

The actions described in this plan outline the effort of the partners in HOPE VI to remove blight and assist in the revitalization of a neighborhood. The total area of approximately 44 acres of new and renovated residential and commercial properties is a catalyst for growth and rebirth in the West End. The goal of mixed-income housing offers a new approach to residential development in the City of Cincinnati. The economic development plans at Linn Street complements this aggressive approach to public housing delivery.

The combination of semi-public development, supported by City sponsored public improvements is a catalyst for other Cincinnati communities. The creative use of Tax Incremented Financing is an example of City and business collaborating to implement proposed development. The success of this project creates a spirit of rejuvenation in a community long thought to be depressed and forgotten.

## **Appendix**

### **Blight Study**

#### **DOCUMENTATION OF CONDITIONS**

The following pages are the executive summary of the blight study conducted by the City of Cincinnati, Department of Architecture and Urban Design. It will show the scope of the blight study and criteria used to determine the blighted conditions. A full copy of the study is available for viewing upon request from interested parties.



### **The expansion race to join Nashville**

5y - Jeff Carlisle

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# **Will Cincinnati, Sacramento or Detroit join Nashville as an MLS newcomer?**



Jeff Carlisle  
U.S. soccer correspondent

Dec 19, 2017

With an expected announcement on Wednesday that MLS has granted Nashville an expansion franchise, focus now shifts to the cities in contention for the second spot. Cincinnati, Detroit and Sacramento are still in the running but

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The reality is that each of the bids is compelling, but has its flaws. Cincinnati is trying to convince that its stadium deal is done, even though it isn't. Yes, FC Cincinnati was able to acquire \$51 million from the city of Cincinnati and Hamilton County to be applied toward infrastructure costs. And FCC has stated it is moving forward with a site in the Oakley neighborhood. But final buy-in hasn't yet been secured. There has also been talk of pivoting to another site in the West End neighborhood.

MLS has been through enough stadium gymnastics in other locales -- lately it has been Miami -- to know that a deal isn't done until the ink is dry and the litigation options of opponents have been exhausted. So as impressive as Cincinnati's USL attendance has been -- more than 21,000 this season -- and, even though it has a billionaire lead investor in American Financial Group co-CEO Carl Lindner III and a jersey sponsor lined up with Mercy Health, MLS is still mulling things over.

Sacramento's stadium solution is completely done, so much so that it has begun preparing the site. It also has more than 10,000 season-ticket deposits and a jersey-sponsor deal with UC Davis Health. Its problems focus more on the investor side, and it's beginning to look like Sacramento has been caught in a game in which the value of certain criteria changed.

MLS has stated that the viability of an expansion bid was basically a three-legged chair comprised of ownership group, market and stadium. That last criteria has long been viewed as the most important, given the drawn-out process that accompanies getting approval and ultimately building a facility. It was a finalized stadium plan that made Sacramento's bid so compelling, along with its record of crowd support.

There has been a shift, however. If this expansion process -- one that has seen fees reach \$150 million -- has proven anything, it is that the financial strength of the ownership group has taken on more importance and, if you don't have a billionaire as a lead investor, then MLS will require a higher threshold of proof in order to let a city in the door. And this is what Sacramento is up against.



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Nashville, which will build a \$275 million stadium, is set to be announced it was awarded an MLS expansion franchise. Nashville SC/HOK

Just prior to its Dec. 6 presentation before the expansion committee, **Hewlett Packard Enterprise CEO Meg Whitman and her husband, Dr. Griff Harsh,** joined the investor group, one that also includes lead investor Kevin Nagle, San Francisco 49ers CEO Jed York and Fulcrum Property Group president Mark Friedman. The addition of Whitman was seen as the final piece in the puzzle but, now, it appears as though there remain a few more pieces to slide in.

The fact remains that Nagle doesn't have the same financial heft as the three bids he's competing against. In February 2015, he sold pharmaceutical company EnvisionRx to RiteAid Corp. for \$2 billion but, according to a report in the Sacramento Bee, the share that he and other investors held amounted to 35 percent. Nagle is wealthy but not in the same stratosphere as the competition. And it's worth noting that, out of York, Friedman, Whitman and Harsh, none of that quartet was brought in to be the lead investor.

Meanwhile, Sacramento's long, methodical path toward expansion, once thought to be beneficial in terms of time, has also worked against it in some ways. When this journey began in 2014, expansion fees were around \$70 million and its proposed stadium was set to cost \$180 million. Now the fee has more than doubled and stadium construction costs are set to go up by \$70 million, making for a \$150 million increase.

# Cincinnati.com | The Enquirer

## NEWS

# FC Cincinnati stadium breaks ground, but fights ahead of parking, promises



**Sharon Coolidge**

Cincinnati Enquirer

Published 9:25 a.m. ET Dec. 18, 2018 | Updated 6:29 p.m. ET Dec. 18, 2018

Hundreds of people turned out in the West End to help break ground on FC Cincinnati's new stadium in the West End.

There was pomp.

There were speeches.

There were miniature shovels for anyone who wanted to turn a piece of dirt themselves.

But there were also questions. And behind the scenes, lingering tensions.

Will FC Cincinnati secure all the land it needs? It hasn't yet.

Where will fans park once the stadium is built? Where should Hamilton County build a promised garage?

Should the team pay the full \$1.6 million appraised value for city-owned land it wants?

FC Cincinnati team officials say city and county leaders aren't keeping promises made to the team, while city and county officials say they are just looking out for taxpayers' best interests.

With so much unresolved, Cincinnati's planning commission hasn't yet signed off on the stadium. Make no mistake though, these matters must be settled before March 1, when the stadium's foundation is set to be poured.

Any delay beyond that and there's a risk that the stadium won't be done in time for the 2021 soccer season, when the team's lease on Nippert Stadium runs out.

Exhibit 1

Major League Soccer Commissioner Don Garber said FC Cincinnati's stadium project is one of the quickest and most streamlined he's seen come to fruition. But, he added, building



There is roughly an \$800,000 gap in what the plans call for the team to pay.

"This needs to be discussed publicly," Mann said. "I think the point is, are we going to increase the subsidy of FCC or not? Typically we rely on our own appraisal. If we're going to transfer property for less than value, we have to determine it's for the public good. It seems to me we made a decision and we should stick by it."

Council has approved \$32.9 million for infrastructure needs.

FC Cincinnati President and General Manager Jeff Berding said he's hopeful a deal can be worked out, "unleashing hundreds of millions of dollars from our ownership group that will benefit the entire region."

FC Cincinnati is privately funding the stadium itself, at a cost of \$250 million. But the team asked for infrastructure help from the city and county. City officials promised \$32.9 million in help and the county parking garage was thought to cost at least \$15 million.

Compare that to Columbus, where city, county and state leaders are working to keep the Columbus Crew Major League Soccer team with a new stadium. There the city and county have each promised \$50 million for the project, with another \$15 million from state taxpayers.

## Parkingwoes

Under city code, the stadium must have 5,300 spaces. And plans do show more spaces than that. But parking won't be as easy as it is now, with parking garages within easy walking distance to Nippert stadium.

Many of the proposed spaces for the new stadium are throughout downtown, with shuttles delivering fans to the stadium.

Hamilton County commissioners promised to build a 1,000-space garage near the stadium in three separate votes. But they're backing off the idea, saying they only agreed if it would spur development and it would be economically feasible, something they don't yet know.

FC Cincinnati counters that the agreement is binding because the only contingency is that FC Cincinnati be awarded an MLS team, which has happened.

There has been some discussion of a garage half that size, but there is no final deal and there's not even a promise that a smaller one would be built in time for the stadium's



stadiums is difficult and parking is an important piece.

"I mean, it's not just going to be for the stadium but for this growing community," Garber told The Enquirer. "We have a number of projects where parking is really hard and you have a beautiful stadium and people can't get there. That's a problem. It takes away from the excitement that everybody has after the bloom falls off the rose of being new."

Speeches from FC Cincinnati President and General Manager Jeff Berding and Hamilton County Commissioner Denise Driehaus on the surface were positive.

Berding thanked city leaders for the land and county leaders for a garage, specifically referencing 1,000 spaces. For her part, Driehaus said she was "delighted" the county would "partners" in the investment.

But the buoyant speeches masked problems in the background.

Berding thanked city leaders for the land and county leaders for the garage, specifically referencing the 1,000 space - which

What still needs to be worked out:

## Land acquisition

FC Cincinnati still needs two important pieces of land for the project, both belonging to the city right now. The team needs part of the parking lot attached to Cincinnati Police District One on Ezzard Charles Drive and the rights to a portion Central Avenue.

The question is, should FC Cincinnati buy the city land, which is appraised at \$1.6 million and build new parking for the police department, at a cost of \$850,000? Or just pay just for the new parking?

Both deals would include the rights to Central Avenue.

"The city appraisal ... is higher than FCC wants to pay," said Councilman David Mann, chairman of council's Budget and Finance Committee. "That's what the conversation is about. I have not understood why we are expected to add to the subsidy we already gave the team."

Some council members want to see the team pay the full, appraised value, others say a compromise where the team invests in other parking is enough.



opening.

That has Berding worried, but arts leaders are concerned too. Where, they wonder, will people park on game days if they're going to Music Hall, Memorial Hall or the Shakespeare Company.

Plus, FC Cincinnati hasn't worked out where Cincinnati Ballet patrons will park. The ballet sits on land the team acquired to build the stadium, and while the ballet can stay, stadium plans show the parking lot would be demolished for the stadium itself.

**More:** FC Cincinnati stadium groundbreaking: What you need to know

**More:** FC Cincinnati stadium groundbreaking: Six questions about the stadium answered

**More:** Hamilton County scaling back FC Cincinnati parking; may build garage near Findlay Market

## City permits

Groundbreaking isn't really building so planning commission approval can wait, though not for long.

Right now the project is in demolition stages, and those permits have been secured. Actual foundation construction starts in March, so that becomes the actual deadline for plan approval.

The stadium footprint runs from Ezzard Charles Drive, north to Liberty Street, west to John Street and east to Central Parkway. Stargel Stadium, which sits there now, is moving across the street.

# Council approves FC Cincinnati deal, clearing the way for West End stadium



By [Chris Wetterich](#) — Staff reporter and columnist, Cincinnati Business Courier

Apr 16, 2018 **Updated** Apr 16, 2018, 10:20pm EDT

The Cincinnati City Council approved a memorandum of understanding on Monday with FC Cincinnati that probably will pave the way for the club to build a Major League Soccer stadium in the West End behind Robert A. Taft Information Technology High School.

The 5-4 vote means the city will provide a major \$35 million assistance package to the team, which is co-owned by American Financial Corp. co-CEO [Carl Lindner III](#) and Cintas Corp. CEO [Scott Farmer](#) among others. That includes funding for infrastructure and traffic improvements and site preparation. That figure does not include \$15 million that Hamilton County will provide to build a parking garage.

Council members [Greg Landsman](#), [Chris Seelbach](#), [Tamaya Dennard](#) and [Wendell Young](#), all Democrats, voted "no" on the ordinance.

Most of the city money comes from restricted sources, such as a tax-increment financing district and the city's share of the county hotel tax, but \$6.4 million comes from the city's share of Blue Ash Airport money and \$2.5 million in money from fiscal year 2019's capital budget. Both are sources that could have gone to general city services and capital needs.

"This is very, very positive," said Mayor [John Cranley](#). "You know who agrees with me? My predecessor, Mayor [Mark Mallory](#). What I've heard is prophets of the status quo, who want to do nothing."

The legislation was subject to several last-minute changes, including severing Over-the-Rhine, which is one block away from the stadium, from a community benefits

Exhibit  
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agreement of which the council must approve in order for FC Cincinnati to receive city funding. City Hall sources say that condition came from Vice Mayor Christopher Smitherman, an independent, who did not immediately return a text seeking comment.

Council's vote on Monday is not quite the final step in the city's FC Cincinnati saga, but it could constitute enough to assure Major League Soccer that the club has a site for a stadium estimated at \$212.5 million. MLS officials are scheduled to meet on Tuesday and league expansion is on the agenda.

One major item included in the legislation is a community benefits agreement – which was signed by the West End Community Council president on Monday and deals with items like minority business inclusion, traffic, stadium design and other items – must get City Council's OK before any city funds are released. There could be changes to that agreement, which a national expert said Monday read more like a developer-written first draft than an agreement produced through painstaking negotiation. Zoning changes and other potential legislation also could put the matter before council.

Landsman, in particular, was critical of the agreement, including the fact that a final development agreement with FC Cincinnati will not come back to City Council for a vote. For example, that leaves it up to the city manager to negotiate how revenue from a 750-space garage or surface lot will be divided – will it all go to FC Cincinnati or will the city get a share and how much? The community benefits agreement also left questions, he said, including whether there was any way to ensure affordable and market-rate housing actually would be built in the West End as FC Cincinnati has said.

Council won't have approval over key provisions of the development agreement and important details within the community benefits agreement will be left until later, Landsman said.

"I assume that's rhetorical," Cranley told him.

"Yet important to say," Landsman responded.

Dennard called the deal "trickle-down economics." The Cincinnati Public Schools, which received the full payment in lieu of property taxes that it would be owed under any other commercial development, got to negotiate for its money, while West End residents were told what they would get – \$100,000 per year, Dennard said.

"What makes me sad is because the community hasn't been given any recognition or resources from the city, they're willing to take anything. \$100,000 is nothing," she said.

Councilman Jeff Pastor, a Republican who said a written CBA was essential to getting his "yes" vote, defended it, saying, "What number is good enough?"

Dennard pressed him on where the \$100,000 figure came from.



"The \$100,000 was brought to my desk," was all Pastor would say. "I get a little disconcerted when people try to lecture me about poverty."

Seelbach rounded out the opposition by noting that the Department of Community and Economic Development, which usually presents at least some details on the city's return on investment even in the smallest economic development deals brought to council, had no analysis for the stadium deal.

"To pull a number right now would be pretty difficult," said Philip Denning, the department's director. "I'm not going to do that."

The FC Cincinnati incentive package, worth about \$50 million when a \$15 million parking garage to be built by the county is thrown in, is one of the largest given to a development in recent years, and its value is even more. The figure does not include a break on the earnings taxes FC Cincinnati will pay that is included in the memorandum of understanding nor the property tax break for city and county levies.

When the city and county brought General Electric to the Banks, they passed a \$57.3 million incentive package that is tied to GE bringing 1,800 jobs to the site eventually. It's unknown how many permanent jobs FC Cincinnati will retain and create in Cincinnati.

GE's economic impact is projected at \$1 billion per year. FC Cincinnati's new stadium would have a one-time \$600 million economic impact from construction and a \$62 million per year impact on an ongoing basis, according to a study by a former Ohio State University professor and a Columbus economics firm.

"We don't just give away money," Seelbach said. "When we give people money, it's because it will benefit the city."

But Council members P.G. Sittenfeld and David Mann, who were key to brokering the deal for the incentive package, pointed to the local and minority hire provisions connected to the stadium construction as well as the annual payments made to the school district. Sittenfeld acknowledged the history of the West End, including the fact that the Kenyon-Barr neighborhood within it was destroyed by the construction of Interstate 75, but said the city can and will do better.

"I'm excited and hopeful that Cincinnati will soon be home to a Major League Soccer team. But I'm a 'yes' vote today because I think this is good for the people of Cincinnati," he said. "The West End deserves better than it's had. I think that better future can be married with this deal."





Quick links... ▼

SPORTS > FC CINCINNATI



# Lindner family speaks on what FC Cincinnati means for legacy, community

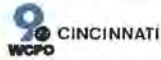


Carl Lindner III, the CEO and majority owner of FC Cincinnati, and his wife Martha spoke to WCPO about the day they cut the ribbon on TQL Stadium and what the franchise means for the community.



By: Tanya O'Rourke

Exhibit k



Watch Now

CINCINNATI — The Lindner family name can be found across the Tri-State, from the Lindner Family YMCA in the West End to the Lindner Center of Hope in Mason. This is a family that knows about legacy, and that each generation has a name and a responsibility to live up to.

Carl Lindner III, the CEO and majority owner of FC Cincinnati, and his wife, Martha, spoke to WCPO about the day they cut the ribbon on TQL Stadium.

"I think the reason why the families, you know, originally got involved together to invest in something like this was the wave of legacy to our community, to help continue the tremendous trajectory of professional soccer and MLS," Lindner said. "And that, so can't wait for the first game. I'll probably cry again, or probably get emotional again at that time. But I love it when you look at the audience, and the supportive fans that we've had. There's lots of families."

The Lindners watched as West End Pride youth soccer teams took the pitch for the first time at the stadium's opening May 1. And what does it feel like to hear that beautiful, joyful noise?

"I think that's part of the legacy. But it's going to be our children, our grandchildren and their children," Martha said.

His father, Carl Lindner Jr., helped rescue the Reds, and now the son has started an entire major league sports franchise in Cincinnati.

"My dad would be overwhelmingly proud," he said. "And he's always been supportive, you know, over most things that his kids wanted to invest in or, you know, start or be involved in from a charity standpoint. So my dad would be overwhelmingly supportive and excited and proud."



Today, Just Cooking is located at 1144 California Avenue in Bond Hill.

Despite being worried about whether the new location would work, she has been enjoying her new space.

"I love it," Williams said. "It's a beautiful community, and it's an inspiration to me to see so many people of my ethnic background be homeowners and business owners. I love my new community. It's very diverse. I really like it out here."

Williams finds the new spot practical because it is connected to the area's major expressways. She encourages people who may be struggling to stay in the West End to consider coming to Bond Hill.

But Robert Killins, like Brown, is fighting to keep longtime residents in the West End.

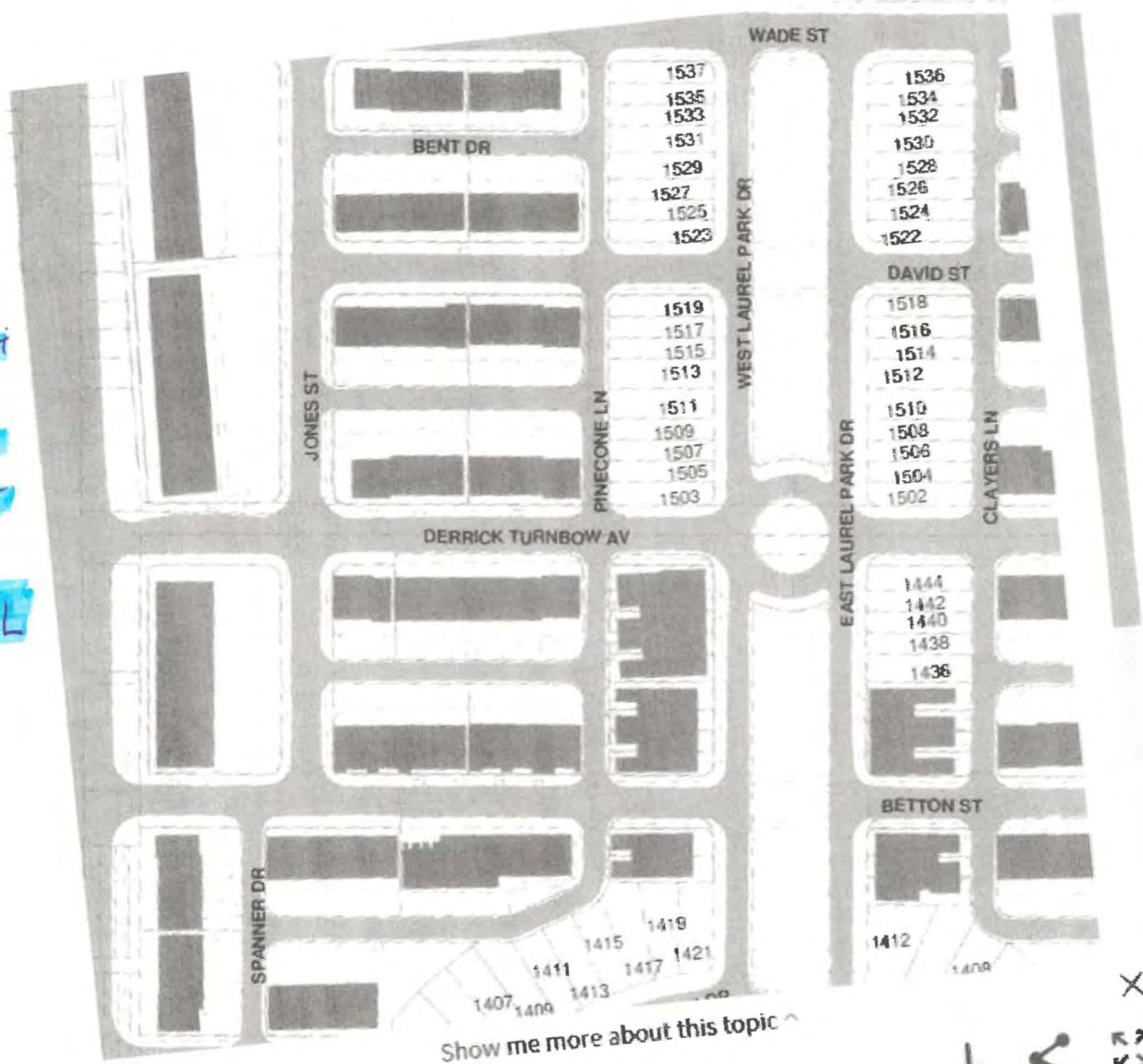
"When you're leaving because you have an opportunity, [because] you want to, that's okay," Killins said. "But when you're leaving because you simply have been priced out and you cannot find a place to stay, then that's not acceptable."

Killins is the president of the West End Community Council. He said he knows that displacement is coming and has observed a handful of buildings that were taken down for parking near the stadium. Killins also noted the buildings that have been sold where people are paying more to live.

Although access to affordable housing and stability have been longstanding challenges for the West End, Killins said they have been made worse in recent years by a number of issues.

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NEWS

## FC Cincinnati celebrates West End Stadium construction milestone

Jul 23, 2020 [Carl H. Lindner III](#), [FC Cincinnati](#), [soccer](#), [soccer stadium](#), [west end](#)



A rendering of the final seat design for the FC Cincinnati stadium. Photo provided

A rendering of the final seat design for the FC Cincinnati stadium. Photo provided

By FC Cincinnati Communications

On July 7, FC Cincinnati marked completion of steel erection at West End Stadium by placing the last steel beam 110 feet high, the stadium's highest point.

Set to open in Spring 2021, West End Stadium will be an iconic, instantly recognizable, world-class soccer stadium. West End Stadium will stand alone among North American stadiums and take a place among the world's most distinctive sporting venues offering unrivaled matchday experience for fans. The stadium will truly be "The Jewel of the Queen City's Crown," say club owners.

"Today is another milestone day for FC Cincinnati and a testament to the efforts put forth by our project team to give our city a magnificent world-class venue," FC Cincinnati President and Managing Director said. "Our partners at Turner Construction and Jostin Construction have led the project through many challenges as FCC prepares to move into the next phase of the club's evolution. We're grateful to them, all the subcontractors and laborers for their exceptional work to bring West End Stadium to life as a stadium that will represent to the world that Cincinnati has become one of the leading soccer cities in America."

The \$250 million stadium construction cost is privately funded by the club's diverse local ownership group, which is led by FC Cincinnati CEO and Managing Owner Carl H. Lindner III. West End Stadium construction is already having a strong economic impact. The project is a majority Union build, employing thousands of workers and paying prevailing wage. As of the end of May, 78% of the construction contracts valued at \$160 million dollars, have been awarded to MBE, SBE and WBE certified businesses.

"We are proud of our team's work to drive meaningful inclusion on this important project for our region," Jostin Construction VP of Corporate Development, Lisa Smith-German said. "Our efforts to involve a diverse group of sub-contractors was not just for the short-term, but for the long-term growth in localities that have touched this project."



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CINCINNATI (WKRC) – For many of us, rent was due May 1, but what if you can't pay? What if you couldn't pay April either?

We've heard about the stress of staying home with your entire family, even becoming your kids' teacher. Nick DiNardo, a Legal Aid managing attorney, said his clients are dealing with a whole other level of stress.

"Now, if you add to that, not having any money coming in because you've lost your job and you don't have savings and you can't pay the rent and you're worried about having to go to a shelter in a couple weeks," DiNardo said.

#### ADVERTISING

Nearly 28,000 households in Cincinnati and an additional 23,000 in the county reported being severely cost burdened in 2017, according to Local Initiatives Support Corporation HUD defines cost burdened as families "who pay more than 30% of their income for housing."

In April, the National Multifamily Housing Council tracked data from 11.5 million apartment units across the country. Thirty-one percent of renters had not paid their rent in the first week of April. That was up 19% from the first week in March.

"In Cincinnati, that figure is likely to be a little bit higher because we have a higher density of rental property in the city of Cincinnati than as the nation as a whole," said Chris Nicak, Co-Director of Research at the Alpaugh Family Economics Center at the University of Cincinnati.

That means many low-income renters are facing potential eviction. DiNardo said many are still waiting on unemployment or stimulus checks. Legal Aid and organizations like St. Vincent de Paul are working to provide limited rental assistance.

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## Executive Summary

The lack of affordable housing throughout our nation is the root of several social problems, including poverty, homelessness, and educational and health disparities. Furthermore, the United States is amidst an eviction epidemic—millions of families are evicted each year. Evictions occur when landlords initiate the involuntary moves of their tenants formally through an eviction court or informally through other means. This report presents an analysis of formal eviction filings in Hamilton County, Ohio from four consecutive years, 2014 to 2017. The main findings follow:

- o Nearly half (42.3%) of all residences are renter-occupied in Hamilton County. From 2014 to 2017, an average of 12,439 residential evictions were filed in Hamilton County. The eviction filing rate (8.7%), or percentage of renter-occupied units that experience an eviction filing, sits well above the nation's average (6.3%).
- o Importantly, less than one percent (0.4%) of eviction filings sampled in 2017 were decided in favor of the tenant. A large majority were either in favor of the landlord (47.6%) or were dismissed (49.9%). Cases may be dismissed at the landlord's discretion for many reasons—due to their negotiation with the tenant, or due to the tenant's decision to vacate the premises.
- o Unlike in criminal court, defendants (tenants) in eviction court are not given the right to legal representation. In Milwaukee, Desmond (2016) found that approximately 90% of landlords were represented by lawyers, while 90% of tenants were not. In Hamilton County, these disparities are even more alarming—88.2% of landlords had legal representation, while 97.5% of tenants did not. As a result, knowing they must stand toe-to-toe with a lawyer, many tenants will not show up to court to fight an eviction.
- o While all neighborhoods and communities in Hamilton County experienced at least one eviction filing between 2014 and 2017, they are highly concentrated in a few areas along patterns of racial residential segregation. On average, predominantly Black neighborhoods are those with the highest eviction filing rates, while neighborhoods with few Black residents experiences very few evictions. Additionally, neighborhoods experiencing high rates of eviction filings are also more likely to have lower household incomes and higher rates of poverty when compared to neighborhoods with low eviction filing rates. Eviction is more often identified as a major cause of poverty, rather than a consequence of it. As such, these neighborhoods remain poor because of systematic processes like eviction.
- o Although there are thousands of landlords in Hamilton County, only a relatively small amount are responsible for most evictions. Half of landlords in Hamilton County file fewer than ten evictions per year. Agencies and landlords known for providing housing to those in poverty are largely responsible for eviction filings. In every year during the study period, Cincinnati Metropolitan Housing Authority (CMHA) filed the most evictions, representing 3.7-7.6% of all residential eviction filings. In 2017, CMHA was responsible for 5,583 public housing rental units, which means that approximately 1 in 6 households received an eviction notice. Additionally, known landlords who manage HUD-subsidized housing complexes, Brickstone of The Model Group and Wallick Hendy Properties, are also in the Top Ten of Eviction-Filing Landlords. In total, the top ten eviction-filing landlords consistently represent about 20% of all filings in Hamilton County.



Sharon Coolidge, scoolidge@enquirer.com Published 9:59 a.m. ET Sept. 29, 2014 | Updated 5:30 p.m. ET Sept. 29, 2014



(Photo: The Enquirer/Liz Dufour)

Cincinnati City Manager Harry Black has agreed to meet with Mahogany's owner Liz Rogers, but that decision didn't come until after a two hour council meeting where Rogers and her supporters sounded off at what they believe is unfair treatment.

"You are my partners," Rogers told council. "I expect you to do the right thing. I am a fighter. You will not break me. You won't."

The comments come 11 days after Rogers was forced to shutter her restaurant at The Banks, Cincinnati's riverfront development. She has said the city played a role in her troubles because The Banks are not what was promised — a live, work, play development.

Councilman Wendell Young introduced a motion Monday at Council's Budget Committee meeting that would compel Black to meet with Rogers, but couldn't muster enough votes to force the city manager to talk to Rogers. That meant the issue was held for a future meeting.

Black stepped in.

In a memo to City Council Monday evening, Black wrote: "Due to threatened litigation, I have been intentionally measured in public statements on this subject. To be clear, I intend to meet with Mrs. Rogers, soon, in order to discuss this situation."

He will then report back to council "to seek direction on how to proceed," he wrote.

Rogers was forced to close because she repeatedly fell behind on rent, prompting her landlord, NIC Riverbanks One to issue a vacate order.

Rogers got nearly a million dollars from city taxpayers to open her upscale soul food restaurant at The Banks, \$300,000 of it in a taxpayer loan. She remains behind on loan payments.

Rogers took the microphone, touting her success in Hamilton before moving the restaurant to Cincinnati in 2012.

"You invited me," she said. "You have a financial and citizen responsibility to make sure city gets its money back."

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She wants to pay back the loan, she said. But, she can't do that unless the city works with her to move locations. She's hoping to buy the furniture she bought with city loan money for \$12,000.

Then Rogers turned her ire to Councilman Christopher Smitherman, whom she accused of trying to sabotage her business.

On Sunday, Roger's attorney, Robert Croskery, filed an ethics complaint against Smitherman. He accused Smitherman of an ethics violation for failing to recuse himself from votes concerning the restaurant.

In the complaint dated Sept. 28, Croskery contended Smitherman is angry his brother's company, Jostin Construction Company, was not hired to build-out Mahogany's interior.

"Councilman Smitherman's clear duty... was to recuse himself from decisions regarding Mahogany's from that point forward," Croskery wrote in the complaint. "However, he did not do so. Rather, he voted (against) the loan to Liz Rogers. He subsequently has spoken out against the loan on numerous occasions."

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was a friend of Rogers who sought Jostin out, but he determined it was not a project

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FC



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Menu

## CLUB STAFF

### Managing Owners

Carl H. Lindner III

CEO & Controlling Owner

Meg Whitman and Dr. Griff Harsh

Managing Owners

Scott Farmer

Managing Owner

George Joseph

Managing Owner

### Executive Administration

Jeff Berding

President

Dennis Carroll

Chief Operating Officer

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**Cody Parsons**

Chief of Staff

**Gerard Nijkamp**

General Manager

**Kimberly Eppert**

Director of Human Resources

**Mark Mallory**

Director of Community Development

**Jamie Janette**

Assistant to the General Manager

**First Team Coaching Staff****Yoann Damet**

Interim Head Coach

**Ivar van Dinteren**

Assistant Coach

**Jack Stern**

Head of Goalkeeping

**Diego Martinez del Campo**

Video Analyst

**FC Cincinnati Academy****Larry Sunderland**

Director of Player Development

**Ricardo Páez**

U17 Head Coach

**Joshua Neff**

U15 Head Coach/Academy Performance Specialist



# This Is When FC Cincinnati Will Break Ground On West End Stadium

91.7 WVXU | By Tana Weingartner

Published October 19, 2018 at 10:08 AM EDT



Courtesy FC Cincinnati /

Turner officials say the light seen emanating from the stadium is artistic license and the design is meant to keep noise and light pollution down.

The construction company selected to build FC Cincinnati's West End stadium is laying out a timeline for the process. Turner Construction released initial plans Friday. A public groundbreaking is set for Dec. 18 with a topping out ceremony scheduled for the first quarter of 2020. The target date for a grand opening is March 1, 2021.

Turner Vice President Dave Spaulding says construction fencing should start going up around the construction site Nov. 16. That date is flexible depending on whether the Taft High School football team's season extends into the postseason.

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Demolition work begins first and will be completed in four phases. Turner expects to have 200 to 400 workers on the site over the course of the project. The company says it has around 50 bid packages and expects that number to finish closer to 60. Spaulding says that number is usually much smaller.

The bid packages are divided to offer more opportunities for small business, minority-owned businesses and women-owned businesses. Turner set up a website where anyone can bid on construction-related jobs. The company also has two resource centers - the Turner offices on W. Court St, Downtown and Elevar's offices in Queensgate - where people can walk in and learn about opportunities and apply.

Once demolition is complete, Spaulding says people can expect to begin seeing progress on the facility in March 2019.

"Starting in March is the auger cast piles and foundations, that's where you actually see the start of construction of the stadium and us starting to come out of the ground building structure in May 2019," Spaulding says.

One "fun fact" for soccer fans is the where they can expect to see the pitch or playing surface. Since the land slopes down from Central Parkway to John Street (the borders of the stadium property), Spaulding says the pitch will set at the same elevation Central Avenue is at today.

## Stargel Stadium

While Turner says its plans won't interfere with this year's football season, it's unclear when the new Stargel Stadium will open.

While Spaulding expects Taft won't be playing in the new Stargel next year, saying there's not enough time to get that done, CPS spokeswoman Lauren Worley says that's still the goal.

Cincinnati Public Schools is in charge of building the new facility on a plot of land adjacent to the high school on Ezzard Charles Drive with funding from FC Cincinnati. The district hasn't announced construction plans. Worley says the district is looking for a construction company and the project is out for bid.



The stadium won't exactly be "new." Most likely, elements of the current stadium will be removed and installed at the new site.

Nothing can start until the Board of Education and The Port (the redevelopment authority FC Cincinnati is running the project through) sign the deal officially swapping ownership of the land upon which Stargel currently sits and where it will go. Worley says the board is slated to vote on that resolution Monday.

After the deal is signed, CPS will lease back use of Stargel for free for the remainder of the season.

**Tags**

Local News

FC Cincinnati

**Tana Weingartner**

Tana Weingartner earned a bachelor's degree in communication from the University of Cincinnati and a master's degree in mass communication from Miami University. Prior to joining Cincinnati Public Radio, she served as news and public affairs producer with WMUB-FM. Ms. Weingartner has earned numerous awards for her reporting, including several Best Reporter awards from the Associated Press and the Ohio Society of Professional Journalists, and a regional Murrow Award. She enjoys snow skiing, soccer and dogs.

See stories by Tana Weingartner

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## COMMERCIAL REAL ESTATE

**County, FC Cincinnati strike parking garage deal; taxpayer subsidy rises**

**ANIES** is Wetterich  
Staff writer and columnist, Cincinnati Business Courier  
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Updated Dec 20, 2019, 11:45am EST

FC Cincinnati

Hamilton County will build two garages that will serve FC Cincinnati on game days - one on the stadium site itself and another at Findlay Market - ending a protracted negotiation with the club.

Sports

employees

Commissioners Denise Drieaus and Stephanie Summerow Dumas voted 2-0 for the plan, which is expected to cost \$27 million, on Thursday night. Commissioner Todd Portune was ill and could not make the meeting.

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benefit" to building two garages, said Commissioner Denise Drieaus. "They (Findlay Market employees) are clamoring for a parking facility. The community benefit is real and year round."

beginning today

The county will build about 850 spaces at the West End stadium site itself and another 300 at Findlay Market. The club will get 85% of the game day revenue, while the county will receive all of the money on other days. If the county's revenue at the stadium site garage is insufficient to meet operating expenses, the team's game day share will be reduced to 50% during years three through 12. The same will be true during years one through three at the Findlay Market garage. The site for that garage has not yet been chosen.

The term sheet sets a Jan. 15 deadline for finalizing the contract.

As the *Courier* first reported in November, the county already appropriated \$30 million for the garages. The county also has asked for \$5 million from the state's capital budget, which the team agreed to support as long as it did not interfere with the team's own request from the state for capital dollars.

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Under the deal, the total taxpayer contribution to FC Cincinnati-related infrastructure will rise to \$62 million. The county originally estimated the garage would cost \$15 million back in 2017 when it first approved financing, although there were questions at the time as to whether a garage could be built for that much money. The city's infrastructure contribution is valued at \$35 million.

The county plans to pay for the parking structures using revenue from its existing garages on the riverfront and in Over-the-Rhine. The county will not use general fund revenue. The construction financing will be a mix of cash, long-term debt and short-term notes. The term sheet does not indicate FC Cincinnati will provide a direct financial backstop for those payments, a request the county had once made.

The term sheet also says that a hotel being contemplated at the stadium site is key to the economics of the parking facility. The agreement requires FC Cincinnati to use the parking garage for hotel valet parking if the club develops the hotel; if a third-party developer builds the hotel, FCC must use "good faith efforts" to have that party use the stadium garage for valet parking.

Commissioners long have wanted the parking they build for FCC to serve a dual purpose: Help the club out but also relieve some parking needs and spur economic development in the increasing congested area around Findlay Market.

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## Cincinnati Councilman Jeff Pastor's campaign: Unusual donations, loans, gifts to churches

Sharon Coolidge, Cincinnati Enquirer Published 11:27 a.m. ET May 22, 2018 | Updated 5:14 p.m. ET May 22, 2018



(Photo: The Enquirer/Meg Vogel)

Jeff Pastor's City Council win was the most exciting of Election Day 2017 in Cincinnati, an underdog story that ended with him nabbing the last available seat by a razor-thin margin.

Since then, however, Pastor has come under scrutiny for how he won.

During his campaign, he handed out checks to African-American churches on behalf of the foundation he leads, a move one of his opponents saw as an attempt to "buy the vote."

Pastor's campaign finance reports, which are required to show precisely how much money he raised and how he spent it, don't do that.

His last-minute advertising push during the campaign was bankrolled by a super PAC that got money from a dark-money organization. While not illegal, such organizations aren't required to disclose their donors and are unusual in council races.

And after the election, Pastor's boss, who is also suing the city over sewer-related issues, loaned him the money to buy a half-million-dollar house in North Avondale.

Pastor's political foes are now asking: Does any of it violate Ohio ethics or campaign finance laws?

Pastor, a Republican, finished ahead of 10th-place finisher Michelle Dillingham, a Democrat, by 223 votes and tipped council's balance of power on some issues. For instance, Pastor was one of the five votes needed to build a Major League Soccer stadium in the West End — a project Dillingham is against.

Pastor declined to respond to Enquirer questions about his campaign finances. He offered a written statement in which he said questions about his campaign and foundation are "offensive."

"I have done no favors, politically or otherwise, for anyone, period," Pastor wrote in his statement. "I will not and have not taken any action that will be construed as unethical or worse. I will never place myself in a position where my ethics will be questioned as a member of city council."

Dillingham said Pastor's finances "should concern all of us, regardless of party."

"The broader issue here is money in politics," she said.

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Pastor trained in both the Ohio National Guard and U.S. Navy but never served on active duty, he said – statements confirmed by military records. As a young man, Pastor said, he hoped to become a military chaplain but a lack of necessary experience and military downsizing led to his honorable discharge in January 2011.

Hogan, who joined the campaign after the previous treasurer quit, said he wasn't there for the loan and therefore doesn't know any details about it.

He declined to talk about campaign expenses. As for the billboards, he said the "idea was to get them up just as we were getting close to Election Day."

## Dark money buys TV ads for Pastor

Federal records show Pastor also had help from two outside groups. A super PAC called Make Cincinnati Better got money from a West Chester-based dark money organization called Jobs and Progress Fund and then used that money to buy advertising for Pastor.

Federal documents show Make Cincinnati Better bought \$18,000 in advertising for Pastor in the week leading up to the election, \$12,000 of it on television, according to FEC and FCC documents. Make Cincinnati Better is run by Gene Pierce, a Columbus-based GOP political consultant.

Jobs and Progress, which is a 501(c)(4) and as such does not have to disclose its donors, gave Make Cincinnati Better \$18,500 the same day it bought the advertising, according to the filings.

Jobs and Progress was incorporated by David Langdon, a West Chester lawyer whom a 2015 Politico article (<https://www.politico.com/magazine/story/2015/05/dark-money-ohio-elections-phantom-118268>) called a "critical behind-the-scenes player among the small army of lawyers working to keep secret the origins of millions of dollars coursing through the American political system."

The Ohio Secretary of State's site lists Mark Miller (<http://www2.sos.state.oh.us/reports/rwervlet?imgc12g&Din=201734102426>), a founder of the Coalition Opposed to Additional Spending and Taxes as a director or officer. Miller could not be reached for comment.

## From teacher to foundation director

Pastor's links to Shor are numerous.

Formerly a teacher, he has worked for Shor as executive director of the Charles L. Shor Foundation for Epilepsy Research since 2016, Megerle said. However, he isn't listed as an employee on the organization's tax forms for that year.

Shor also loaned Pastor money to buy his new home in North Avondale in April. The councilman said he is repaying it.

Pastor said when he suggested Shor contact the city manager's office (<https://www.cincinnati-oh.gov/news/politics/2018/05/02/cincinnati-councilman-jeff-pastor-boss-benefactor-seeks-help-500-k-sewer-dispute/566166002/>) to resolve a dispute over sewer damage in his basement, it was nothing different than he would have told any citizen.

After Shor's January call to the city manager's office, the city upped its settlement offer to Shor from \$28,000 to \$45,000, according to an email obtained by The Enquirer. The Hyde Park resident is suing for \$505,000.

"Per our discussion, I'm authorized to offer your client \$45,000," city attorney Lauren DeGoricia said in the April 27 email to Shor's lawyer. "I feel strongly that all he is entitled to under the SBU Program is \$28,870.28, our initial offer. I really don't have any justification to offer more other than avoiding costs and time associated with litigation (which are minimal under this review process)."

There is no documentation showing that Shor has accepted that, or any, settlement amount.

## Foundation dedicated to epilepsy but helps churches

Shor, who suffers from seizures, started his foundation in 2002. Tax records show that at the end of 2016 the foundation had assets totaling \$31.8 million and it gave out \$1.6 million.

For the most part, in past years the foundation has given money for epilepsy and other medical research.

But during the campaign, the foundation changed focus, with Pastor hand-delivering large donations to black churches throughout Cincinnati. Last month, Me

force development, re-entry efforts and decreasing poverty.

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Laure Quinlivan, who was also running for council, said she saw Pastor on the campaign trail during a visit to Greater New Hope Missionary Baptist Church in East Walnut Hills.

Quinlivan attended services there on Oct. 22, with Pastor Don Jones recognizing she was in the congregation, as is typical during campaign season.

That day, though, Pastor also was introduced as a council candidate and made a presentation, during which he announced that the foundation he worked for was donating \$20,000 so the church could start a job training program, Quinlivan recounted.

Pastor added he was working with nine other churches, making similar donations, she said.

Four other local pastors told The Enquirer they, too, got checks from the foundation late last year. One of them, to Corinthian Baptist Church, was made during the council campaign, the church's pastor, K.Z. Smith, said. He could not recall the exact date.

The foundation's 2017 tax records should detail the donations, but they are not yet publicly available. Pastor refused to give The Enquirer a copy.

Quinlivan was shocked that so close to the election, Pastor was donating money to create a job training program for youth when the city has so many job training programs.

Later that week, she saw Pastor and asked him about the foundation. Pastor, she said, was visibly upset and appeared angry she was asking questions.

"I was shocked this candidate was brazenly passing out big checks from a medical foundation to local church pastors right before the election, in what appeared to be his effort to buy the vote," Quinlivan said.

Two pastors whose churches were recipients of the donations said that was not the case.

Smith said the Shor Foundation for Epilepsy Research donated \$25,000 to the church during the campaign, but Pastor's council bid was not discussed as part of the gift.

Damon Lynch III, pastor of New Prospect Baptist Church, said his church will use the money for a job training program that focuses on entrepreneurship and wealth building for young people.

Pastor "did not campaign," he said.

Lynch said he met Shor through a mutual friend a few years ago and then introduced Shor to Pastor in 2016, when Shor was looking to hire a director. The foundation paid for a new gymnasium at the church through a 2016 donation of \$181,000.

"All this money came from Charlie, whether (it was for the) gym or scholarships," Lynch said. "What people are missing is the largess of Charlie, he gives millions to Children's Hospital, millions to University Hospital. He is extremely generous."

Lynch explained Pastor's "job is to do for Charlie what Charlie has already been doing. It's not like Jeff is doing something new. Charlie was doing something good for others. If not Jeff, it would have been somebody else."

Burke said nothing about Pastor's campaign adds up.

"There is no way to believe Jeff Pastor, after he becomes a candidate, is going around passing out checks like that and it wasn't part of a campaign effort to befriend folks that could help him during the course of the campaign," Burke said.

And then there are the issues with the campaign finance reports.

"If campaign finance reports mean a damn thing, you want them to be accurate, and you want council members to obey the limits," Burke said. "Right now, we don't know enough to ultimately reach conclusions. We just know enough to be terribly suspicious that there are problems."

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Dillingham said this isn't about attacking the man who took the seat she hoped to get.

"The future of City Council races is at stake. We can't let investors look at our local elections as something they can buy so later they can get special treatment."

The questions are piling up five months into the new City Council term, a tumultuous stretch during which council factions have been divided, the city manager was ousted and the death of Kyle Plush shone a spotlight on a long-troubled 911 system.

## Reports don't detail ins and outs of campaign money

A review of Pastor's campaign finance reports shows they don't meet the minimum standards required by law, making it impossible to know exactly how much money he raised – or how he spent it.

By law, campaign finance reports must provide the name and occupation of each contributor and, on a separate form, show how the money collected is spent.

At one point, Pastor had \$46,000 on hand, reports show.

Deb Acra, a campaign finance specialist at the Hamilton County Board of Elections, has twice notified Pastor and his current campaign treasurer, James Hogan, that errors and omissions need to be corrected.

Mistakes by campaigns are common; eight of the current council members were asked to make adjustments by the Board of Elections. But only Pastor was missing detailed expense records, instead attaching bank statements that don't show what the money was spent on.

One of the biggest points of confusion regarding Pastor's campaign finance reports is a \$54,615 loan Pastor made to his campaign in September 2017.

"It came from me," he told the Cincinnati Business Courier for a Nov. 2 story (<https://www.bizjournals.com/cincinnati/news/2017/11/02/cincinnati-city-council-candidate-loans-himself-54.html>). "We saved money. I was in a position to loan myself those funds."

Pastor loaned the money to the campaign on Sept. 14, then four days later repaid himself \$4,502. Typically when candidates loan themselves money, it's not repaid until after an election, if at all, since the purpose is to pay for campaign needs.

Pastor's post-election campaign report shows the remaining \$50,113 of the loan to his campaign is outstanding.

Meanwhile, his boss, wealthy former businessman Charlie Shor, reported April 26 that Pastor owed him \$50,000 in addition to a \$500,000 private mortgage Shor gave Pastor for his home at the same time, according to records filed with the Hamilton County Recorder's Office.



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Charles Shor, the former CEO of Durobag, is moving onto the next stage of his life after selling the company earlier this year. A major focus is on philanthropy and Shor is helping kick off Children's Hospital's new \$250 million fundraising campaign. (Photo: The Enquirer/Amanda Rossmann)

Are the two \$50,000 loans connected? That's one of the questions Pastor has refused to answer.

If Shor lent Pastor the money, Pastor would have needed to disclose that on campaign finance reports. By law, contributors outside a candidate's family can donate up to \$1,100.

Shor, whom Pastor's chief of staff, Steve Megerle, described as being like family to Pastor, didn't donate to the campaign, according to campaign finance reports.

Hogan, who joined Pastor as campaign treasurer on Oct. 26, two weeks before the election, said, "I know Charlie Shor was involved in some ways. I'm not sure about his role. He did a lot before the campaign started."

Pastor has told the Board of Elections his campaign would provide answers by June 4.

"I think there are two potential problems here," said Hamilton County Democratic Party Chairman Tim Burke, who is also the chairman of the Board of Elections. "If the money was given to him so he could loan it to his campaign, I think it's a violation of both the disclosure and the campaign limit requirements. He needs to clear this up."

Hamilton County Republican Party Chairman Alex Triantafilou, who also serves on the Board of Elections, declined to comment.

The question remains how the money was spent. Pastor was open about busing people to the polls, an expense that should be detailed in records but isn't.

And he put up a series of billboards at the last minute featuring a photo of him in his U.S. Navy uniform.



**Jeff Pastor**  
@votePASTOR

Guess who's on billboards for the next 7 weeks? Here's the campaign surprise! Like and Retweet if you've seen a billboard!  
#PASTOR4Cincy



13 3:59 PM - Sep 20, 2017 · Cincinnati, OH













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### FOR MORE INFORMATION

Contact a Member Engagement Specialist at any of our Greater Cincinnati YMCA branches, call (513) 362-YMCA, or visit [www.MyY.org](http://www.MyY.org).

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Q-Kidz

Dance Team will stay in their studio.

The nationally-acclaimed group uses dance lessons to keep girls safe and off the streets.

The after-school program was in danger of being evicted because it owed more than \$70,000 in back rent.

ADVERTISING

City Council Member Jeff Pastor tells Local 12 that the dance studio and the housing authority have worked out an agreement.

"They've had a number of kids go to college, they performed at TEDx. They performed at Memorial Hall. It's a really awesome program that keeps kids engaged. It's something that you would like to see around the city of Cincinnati given the violent summer that we had. You know, people have to have a positive outlet and that's what Q-Kidz provides for the West End," said Jeff Pastor.

## MORE TO EXPLORE

**Wife of former Bengals player pleads not guilty to sending sexts to Ohio teen**

<https://local12.com/news/local/q-kidz-dance-team-has-been-saved-will-stay-in-their-studio>

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## Laurel Homes model

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### Item Description

#### Title

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#### Other Contributors

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